



To enrich lives through effective and caring



ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

March 06, 2012

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

26 March 13, 2012

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Dear Supervisors:

**APPROVAL OF CONTRACT WITH MODERN PARKING, INC. FOR PARKING LOT
MANAGEMENT SERVICES AT COUNTY-OPERATED PUBLIC BEACHES AND
IN MARINA DEL REY
(SUPERVISORIAL DISTRICTS 3 & 4)
(3 VOTES)**

SUBJECT

This action is to award a contract to Modern Parking, Inc. for parking lot management services at County-operated public beaches and in Marina del Rey.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that 15 Marina del Rey parking lots and 18 beach parking lots can be managed more economically by an outside parking operator than by County employees.
2. Approve award of and instruct the Chairman to sign a three-year contract with two one-year renewal options and an additional maximum of six month-to-month extensions with Modern Parking, Inc., effective on April 16, 2012, for parking lot management services for a fee not to exceed \$1,551,132, plus an annual incentive payment of 15% of the revenue increase from the previous year, excluding taxes due, fee increases or service expansion.
3. Authorize the Director of Beaches and Harbors to exercise the two contract renewal options and, if needed, the additional six month-to-month extensions for this contract, if, in his opinion, Modern Parking, Inc. has effectively performed the services during the previous contract period and the services are still required.

4. Authorize the Director of Beaches and Harbors to increase the contract amount for this contract by up to 10% in any year of the contract or any option period for any additional or unforeseen services within the scope of this contract.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the contract (Attachment I) with Modern Parking, Inc. (MPI) will enable the Department of Beaches and Harbors (Department) to continue to provide parking lot management services at County-operated beach and Marina parking lots. Approval of the recommended action will enable the Department to continue to staff and manage parking lots under its control economically and with high levels of public service and revenue control.

In addition to staffing parking lots, the recommended contractor will collect and deposit parking revenue daily into a bank account established by the Department, reserve film company parking, sell annual parking passes for select parking lots and provide and maintain automated parking receipt issuance devices.

Implementation of Strategic Plan Goals

The approval of the contract will promote and further the Board approved Strategic Plan Goals of Operational Effectiveness (Goal 1), by maximizing parking revenue while holding service costs down, and Community and Municipal Services (Goal 3), by providing accessible, affordable and controlled parking to beachgoers in proximity to their destination.

FISCAL IMPACT/FINANCING

The total compensation for parking lot management services shall not exceed \$1,551,132 in any contract year, which is approximately \$117,000 less than the last year of the previous contract. The contract also provides an annual incentive payment to the contractor of 15% of the revenue increase from the previous year, excluding taxes paid and revenue generated by fee increases and service expansion as specified in the contract.

Should the need arise due to favorable weather, public events, extended hours of operation or other unscheduled additional tasks, the contract provides for additional services for parking attendants at the rate of \$18.39 per hour and for parking supervisors at the rate of \$23.28 per hour. In the event such additional costs are incurred, the Department's Director may, by written notice to the contractor, increase the maximum annual compensation by up to 10% (\$155,113) in any contract year or optional extension period.

The contract does include a cost of living adjustment in accordance with County's policy, available to the contractor after the first three years of the contract, at the Director's discretion.

Operating Budget Impact

The total cost of \$1,551,132 to provide parking lot management services is included in the Department's FY 2011-12 Final Adopted Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Department is requesting award of the contract to MPI, which was determined to be the most responsive and responsible proposer. The recommended contract term is three years, with two one-year extension options and, if needed, an additional maximum of six month-to-month extensions that may be exercised at the discretion of the Department's Director. The contract services will commence on April 16, 2012 or the date of approval by your Board, if later.

MPI is party to a bona fide Collective Bargaining Agreement with Teamsters Local Union No. 911 and has applied for and received an exemption under County Code Chapter 2.201, the Living Wage Program.

The contract provides for standard annual staffing of 55,968 attendant hours, 20,111 supervisor hours and 2,080 hours for the contractor's designated project manager. These totals are derived from prescribed monthly staffing, which varies depending on seasonal staffing requirements. The contractor's hourly charges to the County for providing these standard staffing levels determine the contractor's monthly compensation. The contract has the flexibility to vary the contractor's monthly compensation should the County authorize any modification in staffing levels. Any such changes will be based on MPI's hourly rates for parking attendants and supervisors.

The contract will provide an annual incentive payment of 15% of the revenue increase from the previous year, net of taxes. Should the County approve parking fee increases or service expansion during the term of the contract, an adjustment to the revenue based on the impact of the fee increases or service expansion will be made by the Director for purposes of determining the incentive payment.

No layoffs or reductions in County workforce or other adverse impacts on employee relations will result from the contract award as the work is presently contracted out.

In addition, the contract award fully complies with the mandatory Proposition A requirements contained in County Code Section 2.121.380 for the following reasons:

- The Auditor-Controller has reviewed and approved the Department's cost analysis, which indicates that the contract is cost-effective. Contracting for these services continues to be more economically performed by an independent contractor than by County employees. The annual savings from using MPI rather than County staff is estimated to be approximately \$908,165 as detailed in Attachment II. As advised by the Auditor-Controller upon review of MPI's financial statements, the Department will closely monitor MPI's performance.
- Award of the contract will not impair the County's ability to respond to emergencies.
- Award of the contract will not result in the unauthorized disclosure of confidential information.
- Alternative services are available in the event of a default by the contractor; therefore, services will not be interrupted.
- Award of the contract will not infringe upon the proper role of the County in its relationship to its citizens.

The contract contains, and the contractor has agreed to, the County's standard provisions, including consideration of hiring GAIN/GROW participants, the Jury Service Program and Safely Surrendered

Baby Law. The recommended contractor, MPI, is in compliance with all Board, Chief Executive Office and County Counsel requirements. The contract has been approved as to form by County Counsel.

CONTRACTING PROCESS

On June 14, 2011, the Department issued a Request for Proposals (RFP) seeking qualified vendors to provide parking lot management services. The RFP was advertised in the Argonaut, Lynwood Journal, Torrance Daily Breeze, Culver City News, Daily News, Compton Bulletin, and the Los Angeles Bulletin. The opportunity was also advertised on the "Doing Business with the County" Internet site, as well as on the Department's Internet site, where the full document was available for download.

Eighteen vendors attended the Mandatory Proposer's Conference held on June 28, 2011. Five proposals were submitted, and all five met the RFP's minimum requirements and were evaluated. A five-person evaluation committee evaluated the five proposals based on a weighted evaluation of: (1) price, 40%; (2) approach to contract requirements, 25%; (3) experience and organizational resources, 25%; and (4) Living Wage compliance, 10%. Upon review and evaluation of the submitted proposals, the evaluation committee determined that MPI was the lowest cost and most responsive and responsible proposer, ranking its proposal the highest of the proposals evaluated. Pursuant to the Living Wage Ordinance requirements, a request for information regarding labor violations was sent to the State of California Division of Labor Standards Enforcement to review and assess any history of labor law violations. The County Labor Law Assessment Team reviewed the information and determined that no points should be deducted from its proposal evaluation score.

Three proposers requested and received a debriefing of their scores, with one proposer, Parking Concepts, Inc. (PCI), requesting to continue in the County Review Protest Process by requesting a Proposed Contractor Selection Review (PCSR). The Department reviewed the proposer's PCSR request and determined that the recommendation for contract award to MPI would remain unchanged. PCI was unsatisfied with the results of the PCSR and requested a County Review Panel, the final step in the County Protest Process. On February 7, 2012, the County Review Panel found in favor of the Department and recommended no changes.

On final analysis and consideration of this contract award, MPI was selected without regard to gender, race, creed or color.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of this contract will not result in the displacement of any County employees, as these services are currently being contracted out. There will be no impact on other County services or projects. The Department will make every effort to transition seamlessly these highly visible public services to the new contractor.

CONCLUSION

Authorize the Executive Officer of the Board to send two approved copies of this letter and two

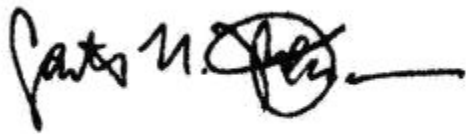
The Honorable Board of Supervisors

3/6/2012

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executed copies of the contract to the Department of Beaches and Harbors.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Santos H. Kreimann", followed by a horizontal line.

SANTOS H. KREIMANN

Director

SHK:NAT:nat

Enclosures

c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors
Internal Services Department, County-Wide
Contract Compliance Section



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

MODERN PARKING, INC.

FOR

PARKING LOT MANAGEMENT SERVICES

**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS
CONTRACT FOR
PARKING LOT MANAGEMENT SERVICES**

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**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS
CONTRACT FOR
PARKING LOT MANAGEMENT SERVICES**

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**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS
CONTRACT FOR
PARKING LOT MANAGEMENT SERVICES
PART ONE – GENERAL CONDITIONS**

1.0 GENERAL CONDITIONS

1.1 INTRODUCTION

1.1.1 Parties

This Contract is entered into by and between the County of Los Angeles (the “County”) and Modern Parking, Inc. (the “Contractor”).

1.1.2 Recitals

The Contract is intended to integrate within one document the terms for the parking lot management services to be performed for the County by the Contractor. The Contractor represents to the County that the express representations, certifications, assurances and warranties given in this Contract, Form P-1 (Offer to Perform) and Form P-2 (Proposer’s Organization/Questionnaire Affidavit) are true and correct. The Contractor further represents that the express representations, certifications, assurances and warranties given by the Contractor in response to the Request for Proposals are true and correct, including but not limited to Forms P-3 to P-19 submitted with the Contractor’s Proposal.

1.1.3. Effective Date

The effective date of this Contract shall be the later of April 16, 2012 or the date of Board approval.

1.1.4 Contract Provisions

The Contract is comprised of this Part 1 (General Conditions), Part 2 (Standard Contract Terms and Conditions), Part 3 (Unique Terms and Conditions), Exhibits and Forms, all of which are attached to this Contract and incorporated by reference. It is the intention of the parties that when reference is made in this Contract to the language of the Request for Proposals (RFP), the Exhibits or the Proposal, such language shall be

deemed incorporated in the Contract; the language of such other part of the Contract shall prevail.

1.1.5 Work to be Performed

Contractor shall perform the work set forth in Attachment B, Statement of Work and Form P-6. Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time all tasks, deliverables, services and other work as set forth herein. If the Contractor provides any tasks, deliverables, goods, services or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

1.1.6 Rescission

The County may rescind the Contract for the Contractor's misrepresentation of any of the matters mentioned in Section 1.1.2. In the case of a misrepresentation of the facts set forth in Section 2.45, a penalty may be assessed in the amount of the fee paid by the Contractor to a third person for the award of the Contract.

1.1.7 Suspension of Contract Services

Notwithstanding Section 2.44, Termination for Default, or any other provision of the Contract, should the Director find reasonable grounds to believe that default by the Contractor or the Contractor's staff has caused, or unless immediately cured, will cause material financial loss to the County and that the Contractor will not immediately cure the default, the Director may order the Contractor to cease performing any duties that the Director determines will result in continuing loss if not curtailed. The Director may also order that the Contractor turn all collections over to the Department immediately. Upon receiving notice of the Director's order(s), the Contractor shall immediately comply. Within three days of issuing the order, the Director shall give notice of default pursuant to Section 2.44 or shall reinstate the Contractor.

1.2 INTERPRETATION OF CONTRACT

1.2.1 Headings

The headings contained in the Contract are for convenience and reference only. They are not intended to define or limit the scope of any provision of the Contract.

1.3. CONTRACT TERM

1.3.1 Initial Term

The initial Contract term shall be three years commencing April 16, 2012 or after execution by County's Board of Supervisors, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

1.3.2 Two One-Year/Six Month-to-Month Extension Options

If the Director determines that it is in the interest of the County to do so, he may grant up to two one-year extensions of the Contract term. The Director may exercise the first option by notifying the Contractor in writing before the Contract expiration date. The Director may exercise the second option by notifying the Contractor in writing before the expiration of the first optional Contract Year. Additionally, the Director may extend the final Contract term on a month-to-month basis for up to six (6) months, at his/her sole discretion.

The County maintains databases that track/monitor Contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a Contract term extension option.

1.3.3 Contractor to Notify County When It Is within Six Months from Expiration of Term

The Contractor shall notify the Department when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to the Department.

1.3.4 Duty of Cooperation upon Expiration or Termination of Contract

Upon expiration of the Contract term or any optional extension period or termination of the Contract for any reason, the Contractor will cooperate

with the County and the successor contractor in transferring records and County property and allowing the successor contractor access to all information and County facilities necessary to ensure uninterrupted parking services.

1.3.5 Survival of Obligations

Notwithstanding the stated term of the Contract, some obligations assumed in the Contract shall survive its termination, such as, but not limited to, the Contractor's obligation to retain and allow inspection by the County of its books, records and accounts relating to its performance of the Contract work.

1.4 CONTRACT SUM

1.4.1 Contract Payment

The amount expended by the County on this contract shall not exceed \$1,551,132 in any Contract year as adjusted, if appropriate, to account for increases and decreases pursuant to Sections 1.4.3, 1.4.5 and 1.4.6 and subject to Sections 1.4.4 and 2.48, and shall be paid monthly to the Contractor in accordance with the compensation sums quoted in Exhibit 1 for the appropriate month. Additional tasks that were submitted as flat fees will be paid in equal monthly payments throughout the Contract year.

1.4.2 Increase of Contract Sum by Director

Notwithstanding Section 1.4.1, the Director may, by written notice to the Contractor, increase the Contract sum amount by up to 10 percent in any year of the Contract or any extension period, to cover needed, increased services in the scope of the Contract, subject to the availability of funds in the Department's budget. Such increases shall not be cumulative.

1.4.3 Cost of Living Adjustments

The Contractor's rate shall remain firm and fixed for the initial three years of the Contract and may be increased annually thereafter at the Director's sole discretion. If the Director so decides, the Contract amount may be adjusted after the initial three years of the Contract term based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-

Orange County area for the most recently published percentage change for the 12-month period preceding the Contract anniversary date, which shall be the effective date for any cost of living adjustment. However, any increase shall not exceed the general salary movement granted to County employees as determined by the Chief Executive Office as of each July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no cost of living adjustments will be granted. Where the County decides to grant a Cost of Living Adjustment (COLA) pursuant to this paragraph for living wage contracts, it may, in its sole discretion exclude the cost of labor (including the cost of wages and benefits paid to employees providing services under this Contract) from the base upon which a COLA is calculated, unless the Contractor can show that his/her labor cost will actually increase.

1.4.4 Incentive Payment

The Contract will provide an annual incentive payment of 15 percent of the revenue increase from the previous year, net of taxes paid. Should the County approve parking fee increases during the term of the Contract, an adjustment to the revenue based on the impact of the fee increases will be made by the Director for purposes of determining the incentive payment. Should any Parking Lot or spaces within a Parking Lot be reopened, opened or enlarged, the revenue from that Parking Lot attributable to the reopening, opening or enlargement shall not be included in the revenue collected by the Contractor in that year for the purpose of determining the incentive payment, to ensure comparability with the prior year. Similarly, should any Parking Lot or spaces within a Parking Lot be closed or made no longer available for use, the associated revenue loss shall not be included for the purpose of determining the incentive payment, to ensure comparability. The incentive payment shall be paid to the Contractor within 60 day after the end of the Contract year. Should the parties agree to the month-to-month extension, the bonus will be calculated and paid on a monthly basis.

1.4.5 Increase of Staff or Service Area

On reasonable written notice, the Director or Contract Administrator may require the Contractor to increase the number of Parking Lot staff and staff hours at any of the Lots subject to the Contract and may require the Contractor to provide staff for additional Parking Lots. Notice of 30 days shall always be deemed reasonable. However, such written notice will be deemed reasonable if given in less than 24 hours in the event of favorable weather or other special conditions that demand an immediate change in staffing. The Director or Contract Administrator shall consult with the Contractor and, following such consultation, shall in his sole discretion determine the number of additional staff and the hours during which such additional staff is required. The Contractor may recommend staffing changes to the Director or Contract Administrator for purposes of greater efficiency or improved service, but written Department approval of staffing changes is required. In the event that the Department requires the Contractor to provide additional staff hours or to staff any additional parking lots and such action results in a net increase in the number of staff hours required for that month over the Standard Staffing Level set forth in Exhibit 4 (taking into account any reduction in staff hours required under Section 1.4.5), the Contractor shall receive additional compensation. The amount of the additional compensation for any given month shall be equal to the net increase in the number of staff hours for that month multiplied by the hourly rate for the position quoted in Form P-1.

1.4.6 Decrease of Staff or Service Area

Following consultation with the Contractor, the Director or Contract Administrator may on reasonable written notice require the Contractor to reduce or eliminate the number of staff and staff hours at any Parking Lot subject to this Contract and may eliminate any such Parking Lots. Notice of 30 days shall always be deemed reasonable. Such written notice will be deemed reasonable if given in less than 24 hours in the event of inclement weather or an emergency that demands an immediate change in staffing. The Contractor may recommend staffing changes to the

Director or Contract Administrator for purposes of greater efficiency or improved service, but written Department approval of staffing changes is required. In the event that the Director or Contract Administrator determines that a Parking Lot's staffed hours shall be reduced or eliminated or that a Parking Lot shall be eliminated, and such action results in a net reduction of the staff hours for that month below the Standard Staffing level set forth in Exhibit 4 (taking into account any increase in staff hours otherwise required under Section 1.4.4), the Contractor's compensation for the month shall be reduced. The amount of the reduction in compensation for any given month shall be equal to the net reduction in the number of staff hours for that month multiplied by the hourly rate for the position quoted in Form P-1. Should the Contractor's annual compensation become subject to a reduction in excess of 25 percent of the annual amount calculated in accordance with Form P-1 and the Standard Staffing Level (Exhibit 4), pursuant to this section, the Director and the Contractor agree to negotiate a reasonable adjustment to the Contractor's hourly rates. Should the Director and the Contractor fail to agree on a reasonable adjustment within 60 days from the date of the Director's notice, the County may terminate the Contract in accordance with the procedure set forth in Section 2.44.

1.4.7 Contractor to Notify County when it has Received 75% of Total Contract Amount

The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent of the total contract authorization under this Contract. Upon occurrence of this event, the Contractor shall send written notification to the Department.

1.4.8 No Payment for Services Provided Following Expiration/Termination of Contract

The Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to

County. Payment to County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

1.5 INVOICES AND PAYMENTS

1.5.1 Contractor's Invoice Procedures

The Contractor shall submit one full copy of an invoice to the Department by the 10th day of each month for work performed during the previous calendar month. Invoices shall identify the Contract number and the service performed and other information necessary to calculate the payment for the work (i.e., cumulative hours at employees' hourly rates itemized for each lot).

If the Contractor's pay for a given month is to be adjusted pursuant to Sections 1.4.4 or 1.4.5, a copy of the authorization for the adjustment shall accompany the monthly invoice that includes the adjustment. The Contractor shall include with the invoice the names, dates, hours of work, worksites, work assignments and billing rates of either attendants or supervisors that performed additional Contract services (beyond those set forth in Exhibit 4) and/or shall specify the number of reduced hours and the affected Parking Lot.

Any staff added without the approval of the Department shall **not** be subject to compensation. Any reduction in staff, whether or not approved by the Department, shall result in a corresponding reduction in compensation pursuant to Section 1.4.5 and may also result in a liquidated damages assessment.

The Contractor shall submit, along with its invoices, the Monthly Revenue and Activity Report as specified in Section 11.14 of the Statement of Work. Upon the Department's receipt and the Contract Administrator's review and approval of the monthly invoices and reports, the County shall pay the net amount currently payable on the invoices less any setoff or deduction authorized by the Contract. Such set-offs and deductions

include, but are not limited to, liquidated damages and the cost of replacement services.

1.5.2 Invoicing for Additional Tasks

Contractor will invoice for additional tasks (opening parking lots, closing parking lots, closing parking lots and locking restrooms) that were submitted as flat rates and amended to the Contract in accordance with Section 2.0 as follows. The flat rate will be divided in equal monthly installments and each installment will be invoiced monthly.

1.5.3 Approval of Invoices

All invoices submitted by the Contractor for payment must have the written approval of the Department's Administrative Services Division prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

1.5.4 Prop A – Living Wage Program

No invoice will be approved for payment unless the following is included:

- Payroll Statement of Compliance (Exhibit 19)
- Payroll Reporting Form (LW-7)

1.5.5 Local Small Business Enterprises – Prompt Payment Program

Certified Local SBEs will receive prompt payment for services they provide to County departments. Prompt payment is defined as 15 calendar days after receipt of an undisputed invoice.

1.6 ADMINISTRATION OF CONTRACT – CONTRACTOR

1.6.1 Contractor's Contract Representative

The Contractor's Contract Representative is designated in Form P-17 - Contractor's Administration. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Contract Representative.

The Contractor's Contract Representative shall be responsible for the Contractor's day-to-day activities as related to this Contract and shall coordinate with County's Contract Administrator on a regular basis.

1.6.2 Approval of Contractor's Staff

County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Contract Representative.

1.6.3 Contractor's Staff Identification

Contractor shall provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge.

1.6.4 Background and Security Investigations

Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation may include, but shall not be limited to, criminal conviction information obtained through fingerprints submitted to the California Department of Justice. The fees associated with the background investigation shall be at the expense of the Contractor, regardless of whether or not the member of Contractor's staff passes or fails the background investigation.

If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be immediately removed from performing services under the Contract at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.

County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.

Disqualification of any member of Contractor's staff pursuant to this Paragraph 1.6.4 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

1.6.5 Confidentiality

Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 1.6.5, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 1.6.5 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS
CONTRACT FOR
PARKING LOT MANAGEMENT SERVICES**

PART TWO – STANDARD CONTRACT TERMS AND CONDITIONS

2.0 STANDARD TERMS AND CONDITIONS

2.1 AMENDMENTS

- 2.1.1 For any change which affects the scope of work, term, contract sum, payments, or any term or condition included under this Contract, an Amendment shall be prepared and executed by the Contractor and by Director of the Department or his/her authorized designee.
- 2.1.2 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Director of the Department or his/her authorized designee.
- 2.1.3 The Director of the Department or his/her designee, may at his/her sole discretion, authorize extensions of time as defined in Paragraph 1.3, Contract Term. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Director of the Department.

2.2 ASSIGNMENT AND DELEGATION

- 2.2.1 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or

delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

2.2.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

2.2.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

2.3 AUTHORIZATION WARRANTY

The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

2.4 BUDGET REDUCTIONS

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract.

2.5 COMPLIANCE WITH APPLICABLE LAW

2.5.1 In the performance of this Contract, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

2.5.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 2.5 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding

sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

2.6 COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with *Form P-8 – Contractor's EEO Certification*.

2.7 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

2.7.1 Jury Service Program:

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as *Exhibit 10* and incorporated by reference into and made a part of this Contract.

2.7.2 Written Employee Jury Service Policy.

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program

(Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor

no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.

4. Contractor's violation of this sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

2.8 CONFLICT OF INTEREST

2.8.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

2.8.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to,

identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this subparagraph shall be a material breach of this Contract.

2.9 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

2.10 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.

In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

2.11 CONTRACTOR RESPONSIBILITY AND DEBARMENT

2.11.1 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Contractors.

2.11.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

2.11.3 Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

2.11.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor

Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a

hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

2.11.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

2.12 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

2.13 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

- 2.13.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contract are in compliance with their court-ordered child, family and spousal

support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

2.13.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

2.14 CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Contract will maintain compliance with Los Angeles County Code Chapter 2.206.

2.15 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if

not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

2.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

2.16.1 The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

2.16.2 If the Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by the Contractor by cash payment upon demand.

2.17 EMPLOYMENT ELIGIBILITY VERIFICATION

2.17.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

2.17.2 The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or

both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

2.18 FACSIMILE REPRESENTATIONS

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Section 2.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

2.19 FAIR LABOR STANDARDS

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

2.20 FORCE MAJEURE

2.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure

events").

2.20.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

2.20.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

2.21 GOVERNING LAW, JURISDICTION AND VENUE

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

2.22 INDEPENDENT CONTRACTOR STATUS

2.22.1 This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

2.22.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

2.22.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

2.23 INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Contract.

2.24 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 2.24 and 2.25 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The

County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

2.24.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

Los Angeles County Department of Beaches and Harbors
13837 Fiji Way, Marina del Rey, CA 90292
Attention: Nicolette Taylor, Contracts Analyst

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

2.24.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

2.24.3 Cancellation of Insurance

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive written notice of

cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

2.24.4 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach.

Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

2.24.5 Insurer Financial Ratings

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

2.24.6 Contractor's Insurance Shall Be Primary

Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

2.24.7 Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract.

The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

2.24.8 Sub-Contractor Insurance Coverage Requirements

Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

2.24.9 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

2.24.10 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

2.24.11 Application of Excess Liability Coverage

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

2.24.12 Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.)

separation of insureds provision with no insured versus insured exclusions or limitations.

2.24.13 Alternative Risk Financing Programs

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

2.24.14 County Review and Approval of Insurance Requirements

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

2.25 INSURANCE COVERAGE

2.25.1 Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

2.25.2 Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

2.25.3 Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization

(PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

2.25.4 Garagekeeper's Legal Liability

Coverage with a limit of not less than \$1 million per location.

2.25.5 Crime Coverage

A Fidelity Bond or Crime Insurance policy with limits of not less \$1 million per occurrence. Such coverage shall protect against all loss of money, securities, or other valuable property entrusted by County to Contractor, and apply to all of Contractor's directors, officers, agents and employees who regularly handle or have responsibility for such money, securities or property. The County and its Agents shall be named as an Additional Insured and Loss Payee as its interests may appear. This insurance shall include third party fidelity coverage, include coverage for loss due to theft, mysterious disappearance, and computer fraud/theft, and shall not contain a requirement for an arrest and/or conviction.

2.25.6 Performance Security

The Contractor shall provide and maintain performance security. Such security may be provided in one of the following forms and conditioned upon faithful performance and satisfactory completion of services by Contractor:

- **Performance Bond.** A faithful performance bond in an amount equal to \$500,00 and executed by a corporate surety licensed to transact business in the State of California, or,
- **Certificate of Deposit (CD) or Letter of Credit (LOC).** A CD or an irrevocable LOC payable to the County upon demand in an amount not less than \$500,000. Such CD or LOC shall comply with minimum

criteria and standards established by the County and shall be maintained throughout the term of the Contract.

In the event the County draws down upon the performance security for any reason, the Contractor shall, within 30 days, replace or replenish the performance security to restore it to the required \$500,000.

2.26 LIQUIDATED DAMAGES

2.26.1 If, in the judgment of the Director, or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Director, or his/her designee, in a written notice describing the reasons for said action.

2.26.2 If the Director, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Director, or his/her designee, deems are correctable by the Contractor over a certain time span, the Director, or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Director, or his/her designee, may: (a) deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, or as specified in the *Performance Requirements Summary (PRS) Chart*, as defined in *Attachment B-1, Statement of Work* hereunder, and that the Contractor shall be liable to the County for

liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

2.26.3 The action noted in sub-paragraph 2.26.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

2.26.4 This sub-paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or sub-paragraph 2.26.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

2.27 MOST FAVORED PUBLIC ENTITY

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

2.28 NONDISCRIMINATION AND AFFIRMATIVE ACTION

2.28.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

- 2.28.2** The Contractor shall certify to, and comply with, the provisions of *Form P-8, Contractor's EEO Certification*.
- 2.28.3** The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 2.28.4** The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 2.28.5** The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 2.28.6** The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this sub-paragraph 2.28 when so requested by the County.
- 2.28.7** If the County finds that any provisions of this sub-paragraph 2.28 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in

addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

2.28.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

2.29 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Contract shall not restrict the Department from acquiring similar, equal or like goods and/or services from other entities or sources.

2.30 NOTICE OF DELAYS

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

2.31 NOTICE OF DISPUTES

The Contractor shall bring to the attention of the Contract Administrator any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County's Contract Administrator is not able to resolve the dispute, the Director or his/her designee shall resolve it.

2.32 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No.1015.

2.33 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in *Exhibit 12* of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

2.34 NOTICES

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in *Form P-17, Contractor's Administration*. Notices addressed to the County shall be addressed to the Director, Department of Beaches and Harbors, 13837 Fiji Way, Marina del Rey, California 90292. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Director or his/her designee shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

2.35 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an

employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

2.36 PUBLIC RECORDS ACT

2.36.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Section 2.38 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 *et seq.* (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction. In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

2.37 PUBLICITY

2.37.1 The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and
- During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Contractor Administrator. The County shall not unreasonably withhold written consent.

2.37.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Section 2.37 shall apply.

2.38 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 2.38.1** In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 2.38.2** Failure on the part of the Contractor to comply with any of the provisions of this Section 2.38 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- 2.38.3** If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.
- 2.38.4** In addition to the above, the Contractor agrees, should the County or its authorized representatives determine, in the County's sole discretion, that it is necessary or appropriate to review a broader scope of the Contractor's records (including, certain records related to non-County contracts) to enable the County to evaluate the Contractor's compliance with the County's Living Wage Program, that the Contractor shall promptly and without delay provide to the County, upon the written request of the

County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to the County under this Contract, including without limitation, records relating to work performed by said employees on the Contractor's non-County contracts. The Contractor further acknowledges that the foregoing requirement in this subparagraph relative to Contractor's employees who have provided services to the County under this Contract is for the purpose of enabling the County in its discretion to verify the Contractor's full compliance with and adherence to California labor laws and the County's Living Wage Program. All such materials and information, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such materials and information prior to such time. All such materials and information shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such materials and information is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

2.39 RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

2.40 SUBCONTRACTING

- 2.40.1** The requirements of this Contract may not be subcontracted by the Contractor **without the advance written approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.
- 2.40.2** If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:
- A description of the work to be performed by the Subcontractor;
 - A draft copy of the proposed subcontract; and
 - Other pertinent information and/or certifications requested by the County.
- 2.40.3** The Contractor shall indemnify, defend and hold the County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Contractor employees.
- 2.40.4** The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 2.40.5** The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its Subcontractors of this County right.
- 2.40.6** The Department's Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.
- 2.40.7** The Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

2.40.8 The Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor. The Contractor shall ensure delivery of all such documents to:

Los Angeles County Department of Beaches and Harbors

Administrative Services Division / Contracts Unit

13837 Fiji Way

Marina del Rey, California 90292

before any Subcontractor employee may perform any work hereunder.

2.41 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in Section 2.13 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to Section 2.44 - Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

2.42 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in Section 2.14 "CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM" shall constitute default under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this Contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

2.43 TERMINATION FOR CONVENIENCE

2.43.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

2.43.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

2.43.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with Section 2.38, Record Retention & Inspection/Audit Settlement.

2.44 TERMINATION FOR DEFAULT

2.44.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of the Department's Director:

- Contractor has materially breached this Contract; or Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

2.44.2 In the event that the County terminates this Contract in whole or in part as provided in Section 2.44.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this Section.

2.44.3 Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Section 2.44.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Section 2.44.3, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.

2.44.4 If, after the County has given notice of termination under the provisions of this Section 2.44, it is determined by the County that the Contractor was not in default under the provisions of this Section 2.44, or that the default was excusable under the provisions of Section 2.44.3, the rights and obligations

of the parties shall be the same as if the notice of termination had been issued pursuant to Section 2.43-Termination for Convenience.

2.44.5 The rights and remedies of the County provided in this Section 2.44 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

2.45 TERMINATION FOR IMPROPER CONSIDERATION

2.45.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

2.45.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

2.45.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

2.46 TERMINATION FOR INSOLVENCY

2.46.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become

due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;

- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

2.46.2 The rights and remedies of the County provided in this Section 2.46 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

2.47 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

2.48 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

2.49 VALIDITY

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

2.50 WAIVER

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Section 2.50 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

2.51 WARRANTY AGAINST CONTINGENT FEES

2.51.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

2.51.2 For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS
CONTRACT FOR
PARKING LOT MANAGEMENT SERVICES**

PART THREE – UNIQUE TERMS AND CONDITIONS

3.0 UNIQUE TERMS AND CONDITIONS

3.1 COMPLIANCE WITH THE COUNTY’S LIVING WAGE PROGRAM

3.1.1 Living Wage Program

This Contract is subject to the provisions of the County’s ordinance entitled Living Wage Program as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code, a copy of which is attached as Exhibit 15 and incorporated by reference into and made a part of this Contract.

3.1.2 Payment of Living Wage Rates

1. Unless the Contractor has demonstrated to the County’s satisfaction either that the Contractor is not an “Employer” as defined under the Program (Section 2.201.020 of the County Code) or that the Contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of the County Code), the Contractor shall pay its Employees no less than the applicable hourly living wage rate, as set forth immediately below, for the Employees’ services provided to the County, including, without limitation, "Travel Time" as defined below at subsection 5 of this Subparagraph 3.1.2 under the Contract:
 - a. Not less than \$11.84 per hour if, in addition to the per-hour wage, the Contractor contributes less than \$2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents; or
 - b. Not less than \$9.64 per hour if, in addition to the per-hour wage, the Contractor contributes at least \$2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents. The Contractor will be deemed to have contributed \$2.20 per hour towards the

provision of bona fide health care benefits if the benefits are provided through the County Department of Health Services Community Health Plan. If, at any time during the Contract, the Contractor contributes less than \$2.20 per hour towards the provision of bona fide health care benefits, the Contractor shall be required to pay its Employees the higher hourly living wage rate.

2. For purposes of this sub-paragraph, "Contractor" includes any subcontractor engaged by the Contractor to perform services for the County under the Contract. If the Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract and a copy of the Living Wage Program shall be attached to the subcontract. "Employee" means any individual, who is an employee of the Contractor under the laws of California, and who is providing full-time services to the Contractor, some or all of which are provided to the County under the Contract. "Full-time" means a minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the County; however, fewer than 35 hours worked per week will not, in any event, be considered full-time.
3. If the Contractor is required to pay a living wage when the Contract commences, the Contractor shall continue to pay a living wage for the entire term of the Contract, including any option period.
4. If the Contractor is not required to pay a living wage when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement. The Contractor shall immediately notify the County if the Contractor at any time either comes within the Living Wage Program's definition of "Employer" or if the Contractor no longer qualifies for an exception to the Living Wage Program. In either event, the Contractor

shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of the Contract, including any option period. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Living Wage Program's definition of "Employer" and/or that the Contractor continues to qualify for an exception to the Living Wage Program. Unless the Contractor satisfies this requirement within the time frame permitted by the County, the Contractor shall immediately be required to pay the living wage for the remaining term of the Contract, including any option period.

5. For purposes of the Contractor's obligation to pay its Employees the applicable hourly living wage rate under this Contract, "Travel Time" shall have the following two meanings, as applicable: 1) With respect to travel by an Employee that is undertaken in connection with this Contract, Travel Time shall mean any period during which an Employee physically travels to or from a County facility if the Contractor pays the Employee any amount for that time or if California law requires the Contractor to pay the Employee any amount for that time; and 2) With respect to travel by an Employee between County facilities that are subject to two different contracts between the Contractor and the County (of which both contracts are subject to the Living Wage Program), Travel Time shall mean any period during which an Employee physically travels to or from, or between such County facilities if the Contractor pays the Employee any amount for that time or if California law requires the Contractor to pay the Employee any amount for that time.

3.1.3 Contractor's Submittal of Certified Monitoring Reports

The Contractor shall submit to the County certified monitoring reports at a frequency instructed by the County. The certified monitoring reports shall list all of the Contractor's Employees during the reporting period. The

certified monitoring reports shall also verify the number of hours worked, the hourly wage rate paid, and the amount paid by the Contractor for health benefits, if any, for each of its Employees. The certified monitoring reports shall also state the name and identification number of the Contractor's current health care benefits plan, and the Contractor's portion of the premiums paid as well as the portion paid by each Employee. All certified monitoring reports shall be submitted on forms provided by the County (LW-7 and LW-8), or other form approved by the County which contains the above information. The County reserves the right to request any additional information it may deem necessary. If the County requests additional information, the Contractor shall promptly provide such information. The Contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

3.1.4 Contractor's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims

During the term of the Contract, if the Contractor becomes aware of any labor law/payroll violation or any complaint, investigation or proceeding ("claim") concerning any alleged labor law/payroll violation (including but not limited to any violation or claim pertaining to wages, hours and working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), the Contractor shall immediately inform the County of any pertinent facts known by the Contractor regarding same. This disclosure obligation is not limited to any labor law/payroll violation or claim arising out of the Contractor's contract with the County, but instead applies to any labor law/payroll violation or claim arising out of any of the Contractor's operations in California.

3.1.5 County Auditing of Contractor Records

Upon a minimum of twenty-four (24) hours' written notice, the County may audit, at the Contractor's place of business, any of the Contractor's records pertaining to the Contract, including all documents and information

relating to the certified monitoring reports. The Contractor is required to maintain all such records in California until the expiration of four (4) years from the date of final payment under the Contract. Authorized agents of the County shall have access to all such records during normal business hours for the entire period that records are to be maintained.

3.1.6 Notifications to Employees

The Contractor shall place County-provided living wage posters at each of the Contractor's places of business and locations where the Contractor's Employees are working. The Contractor shall also distribute County-provided notices to each of its Employees at least once per year. The Contractor shall translate posters and handouts into Spanish and any other language spoken by a significant number of Employees.

3.1.7 Enforcement and Remedies

If the Contractor fails to comply with the requirements of this subparagraph, the County shall have the rights and remedies described in this subparagraph in addition to any rights and remedies provided by law or equity.

1. Remedies For Submission of Late or Incomplete Certified Monitoring Reports. If the Contractor submits a certified monitoring report to the County after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency shall constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

- a. Withholding of Payment. If the Contractor fails to submit accurate, complete, timely and properly certified monitoring reports, the County may withhold from payment to the Contractor up to the full amount of any invoice that would otherwise be due, until the Contractor has satisfied the concerns of the County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

- b. Liquidated Damages. It is mutually understood and agreed that the Contractor's failure to submit an accurate, complete, timely and properly certified monitoring report will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including but not limited to being late, inaccurate, incomplete or uncertified, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages in the amount of \$100 per monitoring report for each day until the County has been provided with a properly prepared, complete and certified monitoring report. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.
- c. Termination. The Contractor's continued failure to submit accurate, complete, timely and properly certified monitoring reports may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

- 2. Remedies for Payment of Less Than the Required Living Wage. If the Contractor fails to pay any Employee at least the applicable hourly living wage rate, such deficiency shall constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

- a. Withholding Payment. If the Contractor fails to pay one or more of its Employees at least the applicable hourly living wage rate, the County may withhold from any payment otherwise due the Contractor the aggregate difference between the living wage amounts the Contractor was required to pay its Employees for a given pay period and the amount actually paid to the employees for that pay period. The County may withhold said amount until the Contractor has satisfied the County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
- b. Liquidated Damages. It is mutually understood and agreed that the Contractor's failure to pay any of its Employees at least the applicable hourly living wage rate will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages of \$50 per Employee per day for each and every instance of an underpayment to an Employee. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.
- c. Termination. The Contractor's continued failure to pay any of its Employees the applicable hourly living wage rate may constitute a material breach of the Contract. In the event

of such material breach, the County may, in its sole discretion, terminate the Contract.

3. Debarment. In the event the Contractor breaches a requirement of this sub-paragraph, the County may, in its sole discretion, bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach, in accordance with Los Angeles County Code, Chapter 2.202, Determinations of Contractor Non-Responsibility and Contractor Debarment.

3.1.8 Use of Full-Time Employees

The Contractor shall assign and use full-time Employees of the Contractor to provide services under the Contract unless the Contractor can demonstrate to the satisfaction of the County that it is necessary to use non-full-time Employees based on staffing efficiency or County requirements for the work to be performed under the Contract. It is understood and agreed that the Contractor shall not, under any circumstance, use non-full-time Employees for services provided under the Contract unless and until the County has provided written authorization for the use of same. The Contractor shall submit with its proposal a full-time Employee staffing plan. If the Contractor changes its full-time Employee staffing plan, the Contractor shall immediately provide a copy of the new staffing plan to the County.

3.1.9 Contractor Retaliation Prohibited

The Contractor and/or its Employees shall not take any adverse action which would result in the loss of any benefit of employment, any contract benefit, or any statutory benefit for any Employee, person or entity who has reported a violation of the Living Wage Program to the County or to any other public or private agency, entity or person. A violation of the provisions of this sub-paragraph may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

3.1.10 Contractor Standards

During the term of the Contract, the Contractor shall maintain business stability, integrity in employee relations and the financial ability to pay a living wage to its employees. If requested to do so by the County, the Contractor shall demonstrate to the satisfaction of the County that the Contractor is complying with this requirement.

3.1.11 Neutrality in Labor Relations

The Contractor shall not use any consideration received under the Contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of the Contractor's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining Contract, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

3.2 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

3.2.1 This Contract is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

3.2.2 The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

3.2.3 The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local small business enterprise

3.2.4 If the Contractor has obtained certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should

have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the Contract amount and what the County's costs would have been if the Contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the Contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the state and OAAC of this information prior to responding to a solicitation or accepting a contract award.

3.3 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

- 3.3.1** This Contract is subject to the provisions of the County's ordinance entitles Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.
- 3.3.2** Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.
- 3.3.3** Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunity vendor.

3.3.4 If Contractor has obtained County certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the Contract amount and what the County's costs would have been if the Contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-Responsibility and Contractor Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the certifying department of this information prior to responding to a solicitation or accepting a contract award.

3.4 EMPLOYMENT CONFLICTS

Contractor shall accept no employment which conflicts with its obligations to the County under the Contract and shall disclose any existing potential or actual conflict of interest prior to accepting an assignment. All employment by Contractor on behalf of persons or entities that have an existing interest pertaining to real property within Marina del Rey is prohibited. Such existing interests include, but are not limited to: a leasehold, sublease, concession, permit, contract for the operation or management of real property, pending development proposal or pending lease proposal. Employment by Contractor

on behalf of persons or entities with such interests is prohibited whether the employment is related to Marina del Rey property or not.

The prohibition shall continue in effect until the later of (1) one year from the termination or expiration of this Contract or any extension period; or (2) if the Contractor has performed work for the County related to an interest of the person or entity offering employment, the prohibition on accepting employment from that person or entity shall continue until the date of execution of an agreement or other conclusion of all negotiations between the County and that person or entity.

However, at no time after termination or expiration of the Contract or any extension period may the Contractor disclose to any third person any confidential information learned or developed as a result of its work under this Contract or accept employment regarding subject matter as to which the Contractor learned or developed any confidential information as a result of employment by the County.

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IN WITNESS WHEREOF, the County has, by order of its Board of Supervisors, caused this Contract to be subscribed by said County and attested by the Executive Officer thereof, and the Contractor, by its duly authorized representative, has executed the same, as of the day, month, and year set forth below.

MODERN PARKING, INC.

By 

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors

ATTEST:

SACHI A. HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM:

JOHN KRATTLI
Acting County Counsel

By 
Principal Deputy County Counsel

Department of Beaches and Harbors
Parking Lot Management Services Contract
Estimated Net Savings From Contracting

County Cost Analysis								
Cost Items	Positions Needed							Totals
	Attendant - (Parking Lot Attendant - 5993)	Supervisor (Parking Control Officer - 2742)	Grounds Maintenance Worker II (0354)	Contractor Representative (Administrative Services Manager I - 1002) ¹	Office Clerk (Intermediate Typist Clerk - 2214) ¹	Money Counter (Cashier - 1253) ¹	Film Coordinator (Staff Assistant II - 0913) ¹	
Top Step Salaries (monthly)	\$ 2,624	\$ 3,513	\$ 3,412	\$ 6,874	\$ 3,110	\$ 2,962	\$ 4,856	
Required Service Level - actual avoidable positions ²	32.0	11.0	2.0	1.0	1.0	2.0	1.0	50.0
Annual Salary Cost	\$ 1,007,547	\$ 463,657	\$ 81,884	\$ 82,490	\$ 37,321	\$ 71,088	\$ 58,272	\$ 1,802,258
Cost of Living Adjustment (COLA) 0.00% ³								\$ -
COLA Adjusted Subtotal								\$ 1,802,258
Adjustment for top step salaries variance at 7.9896% ⁴	\$ (80,499)	\$ (37,044)	\$ (6,542)	\$ (6,591)	\$ (2,982)	\$ (5,680)	\$ (4,656)	\$ (143,993)
Estimated actual avoidable salaries	\$ 927,048	\$ 426,612	\$ 75,342	\$ 75,900	\$ 34,339	\$ 65,408	\$ 53,616	\$ 1,658,265
Add: Related employee benefits at 44.569% ⁵	\$ 413,176	\$ 190,137	\$ 33,579	\$ 33,828	\$ 15,305	\$ 29,152	\$ 23,896	\$ 739,072
Estimated Actual avoidable annual direct labor cost	\$ 1,340,224	\$ 616,749	\$ 108,920	\$ 109,727	\$ 49,644	\$ 94,560	\$ 77,513	\$ 2,397,337
Supplies								\$ 61,960
Indirect Costs								\$ -
Estimated Actual Avoidable Costs								\$ 2,459,297
Direct Costs								\$ 1,351,818
Indirect Costs								\$ 109,788
Close Beach Parking Lots Costs								\$ 53,526
Profit (2.321%)								\$ 36,000
Contract Costs								\$ 1,551,132
Net Savings from Contracting								\$ 908,165

Footnotes:

1. Per the CEO, the County positions indicated are the most comparable to the Contractor's positions.
2. The number of positions were calculated by taking the staffing hours for each position (Attendant 55,968, Supervisor 20,111, Contractor Representative 2,080, Office Clerk 2,080, Money Counter 3,640 and Film Coordinator 2,080) divided by the County's annual productive hours of 1764. Two additional Grounds Maintenance Worker II positions were added for closing beach parking lots based on 2,299 staffing hours.
3. Per the CEO Compensation-Classification Section, there was no COLA increase for fiscal year 2011-12.
4. Per the A-C Accounting Division, Beaches and Harbors' top-step salary variance factor for 2011-12 is 92.0104%, or 7.9896% salary savings (100% - 92.0104% = 7.9896%).
5. Per the A-C Accounting Division, Beaches and Harbors' Employee Benefits (EB) rate for fiscal year 2011-12 is 44.569%.

STATEMENT OF WORK

**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS
STATEMENT OF WORK FOR
PARKING LOT MANAGEMENT SERVICES**

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**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS
STATEMENT OF WORK FOR
PARKING LOT MANAGEMENT SERVICES**

1.0 GENERAL REQUIREMENTS

1.1 Scope of Work

The selected Proposer shall be capable of providing the services as listed in this Statement of Work (SOW).

1.2 Contractor's Work Plan

Subject to all other terms and conditions of the Contract, Contractor shall perform the work and maintain quality control in accordance with the Work Plan and other representations submitted with the Contractor's Proposal.

1.3 Contractor's Expenses

The Contractor shall at its own expense provide all labor, material, supplies, licenses, registrations, data systems, transportation, meals, lodging, services and expenses required for the work.

1.4 No Vehicle Access on Bike Paths

Motor vehicles used in the performance of the Contract work shall not be driven on bike paths.

1.5 Meeting with Contract Administrator

The Contractor's Representative designated pursuant to Section 5.2 shall meet weekly with the County's Contract Administrator appointed pursuant to Section 5.1 to resolve common issues and plan staffing. The Contractor's Representative shall recommend areas for reducing staffing, automating or increasing staffing where necessary to control expenses, increase revenue or provide more efficient public service.

2.0 ADDITION/DELETION/MODIFICATION OF PARKING LOTS, STAFFING, SPECIFIC TASKS AND/OR WORK HOURS

2.1 The Department reserves the right to add/delete/modify parking lots as identified in Exhibit 2; to adjust staffing schedules and/or operating hours as identified in Exhibit 2 in accordance with the County's needs. Such events shall not be deemed breaches of this Contract or any of the covenants of this Contract and (except as provided in Sample Contract, Section 1.4.5 with respect to staff hour reductions exceeding 25 percent) shall not relieve the Contractor of its duty as to the remaining facilities and services.

2.2 The Contractor shall be given reasonable written notice by the Contract Administrator that a Parking Lot facility is to be added or deleted or that the scope of services are being modified and of the effective date of such changes. In the event of such addition/deletion of Parking Lots or other material modifications of the required hourly services, the Contractor's compensation shall be adjusted in accordance with Sections 1.4.4 and 1.4.5 of the Contract.

2.3 Temporary Closures and Repairs

The Contractor acknowledges and agrees that the County may find it necessary to repair Parking Lots, fixtures and equipment; install replacement equipment; install and operate non-standard equipment for the purpose of evaluation. The Contractor further acknowledges and agrees that such activities may cause the County to close Parking Lots, reschedule operating hours, alter the Contractor's service area or scope of work and otherwise increase staffing or reduce staffing with a resulting increase or decrease of compensation to the Contractor pursuant to Sections 1.4.4 and 1.4.5 of the Sample Contract. The Contractor agrees to cooperate with such activities and to provide staff for such activities when requested by the County. The Contractor agrees that such activities are within the County's rights under this Contract and do not constitute a breach of contract or default, and that the Contractor's sole remedy for any loss, reduced compensation, expense, disruption, inconvenience or interference from such activities is that specified in Sections 1.4.4 and 1.4.5 of the Sample Contract.

2.4 Special Events

The Contractor shall provide services for special events and programs on any day of the week any time of day when requested by the Director at least 24 hours prior to each such event. If possible, the Contractor shall cover such events by rescheduling employees to avoid incurring additional labor costs.

- 2.5** All changes must be made in accordance with Attachment A, Sample Contract, sub-paragraph 2.1, Amendments.

3.0 CONTRACTOR'S QUALITY CONTROL PLAN

3.1 Purpose of Standards

The Contractor will observe, at a minimum, the standards set forth in this Section 3.0, and acknowledges that the adequacy of its compliance with the Contract shall be measured by these standards as well as all other terms and conditions of the Contract.

3.2 Contractor's Quality Control Plan

The Contractor shall comply with Contractor's quality control plan set forth in Form P-7, which shall be incorporated into the Contract by reference. To the extent that provisions of Contractor's quality control plan are inconsistent with any other part of the Contract, they shall be ineffective. The Contractor shall not change the quality control plan without written approval of the Director or his designee. The Contractor shall maintain the Quality Control Plan by making modifications as approved or directed by the Director or his designee. Updated copies must be provided to the Director as changes occur. The plan shall include, but is not limited to, the following:

- i An inspection system that covers all services listed in the Statement of Work, Attachment B1, Performance Requirements Summary. Activities that will be inspected must be specified; if they will be inspected on a scheduled or unscheduled basis; how often inspections will occur; and the title of the individual(s) who will perform the inspection(s);

- i Maintenance of a file for all inspections conducted by the Contractor and corrective action taken, if necessary. Inspection documents shall be made available to the Contract Administrator during the Contract term;
- i The method(s) for identifying and preventing deficiencies in the quality of services performed;
- i Methods of continuing to ensure services to the County in the event of a strike by the Contractor's employees;
- i An internal monitoring system of collections made by Contractor's employees; and,
- i The Contractor shall perform at least one surprise cash count each quarter of the Contract Year for each Parking Lot. The Contractor shall provide the County with copies of the reconciliations. Upon the request of the County, Contractor shall allow the Contractor Administrator or other County representative to attend any surprise cash count.

3.3 Inspections

The Contractor's Representative or a supervisor shall make daily inspections of the Parking Lots and equipment and correct or report cleaning and maintenance problems as needed. If short term meters require collections from full capacity, they need to be collected within two hours of inspection. County staff shall have access to the Parking Lots and kiosks for the purpose of inspection at any time.

3.4 Audits and Cash Counts

The Contractor acknowledges and agrees that the County has the right at any time without notice to enter any area under the Contractor's control on County property for the purpose of inspecting, auditing and performing cash counts. The Contractor and its staff shall cooperate in all such activities.

3.5 Safety and Accident Prevention

While performing any work under the Contract, the Contractor shall maintain and operate the Parking Lots in a safe and secure manner. Any violation of County safety rules and regulations, if not promptly corrected, shall be grounds for termination of the Contract.

4.0 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in Attachment A, Sample Contract, subparagraph 2.15, County's Quality Assurance Plan.

4.1 General Requirements

The following requirements shall be observed:

- i Contractor shall meet deadlines set by the Contract Administrator;
- i Contractor shall strictly comply with the financial control requirements of the Contract;
- i Contractor shall timely complete reports required by the Contract;
- i Contractor's employees shall arrive on time for meetings and conduct themselves professionally;
- i Contractor's employees shall strictly adhere to staffing schedules;
- i Contractor shall accurately report hourly services; and
- i Contractor shall promptly return calls of County agents, employees and contractors in accordance with Section 5.7.3.

4.2 Contract Discrepancy Report (Attachment B1)

Verbal notification of a Contract discrepancy will be made to the Contract Representative as soon as possible whenever a Contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the County and the Contractor.

The Contract Administrator will determine whether a formal Contract Discrepancy Report shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the Contract Administrator within three workdays, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the Contract Administrator within five workdays.

- 4.3** The Contract Administrator may issue a Contract Discrepancy Report to the Contractor in any incident of failure to comply with the performance standards or other unacceptable performance. In the case of continuing deficiencies, the

Contract Administrator may issue a separate Contract Discrepancy Report each day the deficiency continues.

- 4.4** The Director may excuse the incident, assess and collect liquidated damages in the manner and amounts described in the Statement of Work, Attachment B1, Performance Requirements Summary or proceed with Contract termination as provided in Attachment A, Sample Contract, subparagraph 2.44, Termination for Default.

4.5 County Observations

In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

5.0 RESPONSIBILITIES

The County's and the Contractor's responsibilities are as follows:

COUNTY

5.1 County Contract Administrator

- 5.1.1** The Department shall appoint a Contract Administrator (CA) who shall have the authority to act for the County in the administration of the Contract except where action of the Director or another official is expressly required by the Contract.
- 5.1.2** The CA will be responsible for ensuring that the objectives of the Contract are met and shall direct the Contractor as to the County's policy, information and procedural requirements.
- 5.1.3** The Contractor's work shall be subject to the CA's acceptance and approval, which shall not be unreasonably withheld.
- 5.1.4** The CA is not authorized to make any changes in the terms and conditions of the Contract or to obligate the County in any manner.

CONTRACTOR

5.2 Contractor's Representative

- 5.2.1** The Contractor shall designate a full-time employee as the Contractor's Representative (CR) who shall be responsible for Contractor's day- to-day activities and shall be available to County Staff on reasonable telephone notice 24 hours a day. The Contractor may designate himself or herself as the CR. Work hours are to be 8:00 a.m. – 5:00 p.m., unless otherwise agreed to in advance. Any request to deviate from the work schedule must be submitted in writing at least two weeks in advance of any change.
- 5.2.2** The CR shall have full authority to act for the Contractor on all matters relating to the day-to-day operations of the Contract work. The CR shall be able to effectively communicate in English orally and in writing. The CR shall make inspections, answer questions, resolve problems, respond to emergencies, keep logs and approve reports. The CR shall cooperate with the CA appointed pursuant to Section 5.1 in scheduling and attending weekly meetings and periodic performance evaluation meetings.

5.3 Contractor's Staff

- 5.3.1** Personnel employed by the Contractor and assigned to perform Contract work shall undergo and pass a background investigation to the satisfaction of the County, in accordance with Section 1.6.4 of the Sample Contract.
- 5.3.2** The Contractor shall provide a sufficient number of employees to perform the required work in accordance with the Contract and shall provide not less than the numbers and types of employees specified in the Standard Staffing Level set forth in Exhibit 4 as they may be adjusted by the Director pursuant to Sections 1.4.4 and 1.4.5 of the Sample Contract.
- 5.3.3** Contractor's employees shall be courteous to the public at all times, shall conduct themselves in a businesslike manner and shall not use profane or abusive language.

- 5.3.4** At its own expense, Contractor shall ascertain that persons performing Contract services are of sound physical and emotional condition necessary to perform required duties.
- 5.3.5** Personnel employed by the Contractor and assigned to perform Contract work shall be at their assigned worksite(s) during the hours of operation as stated in Exhibit 2. In the event of an employee's illness or other emergency necessitating their absence, the Contractor shall provide replacement personnel to maintain required staffing schedule.
- 5.3.6** Contractor's employees are subject to County's "Professional Appearance in the Workplace" Policy (Exhibit 20) when working in County facilities.
- 5.3.7** Contractor's employees shall not bring visitors into the workplace.
- 5.3.8** Contractor's employees shall not bring any form of weapon or contraband to County facilities.
- 5.3.9** Contractor's employees shall not bring any alcohol or drugs or be under the influence of alcohol or drugs when in or on County facilities.
- 5.3.10** Contractor's employees may be subject to authorized search by the Contractor, the CA and law enforcement.
- 5.3.11** Contractor's employees shall conduct themselves in a reasonable manner at all times; shall not cause disturbance in any County facility; and otherwise are subject to all rules and regulations of the Department while in the workplace.
- 5.3.12** No personnel employed by the Contractor and assigned to any County facility shall have a conviction of a serious non-traffic misdemeanor, theft or felonies.
- 5.3.13** All personnel assigned by the Contractor to perform "Contract" work shall at all times be employees of the Contractor and the Contractor shall have the sole right to hire, suspend, discipline, or discharge employees. However, at the request of the County, the Contractor shall immediately exclude any member of the Contractor's staff from working on this Contract at specified Parking Lots or other Departmental facilities. The

County reserves the right to bar any of the Contractor's staff from performing work on this Contract.

5.3.14 At County's request, Contractor shall immediately remove any employee who is performing the Contract work in an unsatisfactory manner. The County shall not be required to state the reason or otherwise justify its demand. The Contractor shall provide an acceptable replacement within three hours.

5.3.15 Contractor shall ensure that in operating the Parking Lots its employees exercise reasonable care to prevent injury to persons and property.

5.3.16 The Contractor has represented to the County that the services to be provided pursuant to Form P-1 will be performed by full-time employees to the extent set forth in Form P-1. In accordance with Section 3.1.8 of the Sample Contract, the Contractor may request authorization to use part-time employees to the extent and for the purposes set forth in Form P-1.

5.3.17 The Contractor shall provide the County with a current list of employees, including but not limited to management, and shall keep this list updated during the Contract term.

5.4 Supervisors

5.4.1 The Contractor shall provide parking supervisors who shall make inspections, ensure staffing hours are adhered to, answer questions, resolve problems, respond to emergencies, verify cash counts, approve reports and ensure that the parking attendants follow procedures required by the Contract.

5.4.2 Supervisors shall be able to effectively communicate in English orally and in writing.

5.4.3 Supervisors shall be assigned to the geographical areas specified in Exhibit 2 at the specified times and days. Not less than one such supervisor shall be on duty in each geographical area during the operating hours of any and all of the Parking Lots.

5.5 Parking Attendants

5.5.1 The Contractor's parking attendants shall be fully capable of communicating in English with County employees and the public so as to be understood and to provide information regarding facilities.

5.5.2 The Contractor's staff shall ensure enforcement of the following duties:

- y Maintain a log at each parking lot of all "free entries" including Department employees, emergency services vehicles, agencies, contractors etc.
- y Maintain a log of all convertible and motorcycle vehicles entries including license plate number, time and date of entry;
- y Report misused disabled placards, abusive, non-paying or other problematic patrons to supervisor who in turn will report to CA;
- y Screen incoming vehicles for proper parking permits, if appropriate;
- y Ensure a smooth flow of incoming and exiting traffic, to prevent build-up of traffic on entrance/exit lanes;
- y Provide directions to alternate Parking Lots when a Parking Lot is full;
- y Place "Lot Full" signs in a highly visible area;
- y Ensure reserved parking spaces are used appropriately and all parking is contained within designated parking spaces;
- y Verbally inform patrons their parking receipt must be visible and displayed face up on driver's side dashboard. Report instances of non-compliance to their supervisor
- y Return all voided parking tickets to the parking supervisors at the end of each shift;
- y Daily, record the total number of tickets issued by the payment amount, the beginning and ending numbers on the car counter and the starting receipt number and closing receipt number;
- y Ensure visibility to patrons during operational hours; and
- y Maintain a courteous, pleasant attitude with parking patrons.

5.6 Cashiers and Bookkeepers

The Contractor shall furnish sufficiently skilled cashiers and bookkeepers to reconcile the daily parking fee collections with the daily records.

5.7 Contractor's Office

5.7.1 The Contractor shall maintain an office within Los Angeles County at which its principal officers or owners may be contacted personally by email, mail or telephone.

5.7.2 The Contractor shall maintain a field office in Marina del Rey, provided by the County, to house Contractor's staff that performs administrative functions, including but not limited to, cash counting, selling annual parking passes and responding to filming inquiries and complaints that may be received about parking operations. The office shall be staffed during regular business hours, 8:00 a.m. to 5:00 p.m., seven days a week, by at least one employee. The Contractor shall maintain communication systems that will enable the Department to contact the Contractor at all times during regular business hours.

5.7.3 The Contractor shall provide an answering service and voicemail to receive calls at any time both of the Contractor's offices are closed. The Contractor shall monitor calls received on a daily basis when the Contractor's office is closed and shall return calls during business hours not later than the next business day and as soon as reasonably possible if the call is designated urgent. The Contractor shall respond to calls received by the answering service within one half-hour hour of receipt of the call. In addition, the Contractor shall provide a 24-hour telephone number for immediate response to emergencies.

5.8 Changes of Key Personnel

The Contractor shall obtain the approval of the County before replacing the CR. Such approval shall not be unreasonably held.

5.9 Contractor to Notify Employees of Rights under Living Wage Ordinance.

The Contractor shall provide annual notification of the Living Wage Ordinance requirements in English as well as in Spanish or any other language spoken by

a significant number of employees. The required notice shall be given by way of:

- i A handout to each employee (Exhibit 17); and
- i A notice posted in a conspicuous place in the work area (Exhibit 18).

6.0 PARKING LOT OPERATIONS

6.1 Parking Lots

The Contractor shall operate the Parking Lots at the locations and during the times listed in the Schedule of Parking Lots (Exhibit 2). The schedule may be subject to change by the County over the Contract term as provided in this Contract.

6.2 Work Schedule

6.2.1 The Contractor shall establish and maintain a work schedule for performance of the Contract work by its employees during each month that specifies the number of employees, their names and their shift hours. The schedule shall be in accordance with the shift hours specified in Exhibit 4 as those hours may be modified at the direction of the CA and the schedule shall be submitted to the CA for approval not later than one week before the date the Contractor commences work, one week before the first of each month during the Contract term and as the schedule may change from time to time. Failure on the part of the Contractor to establish and maintain the work schedule shall constitute a material breach of the Contract for which the Director may terminate the Contract pursuant to Section 2.44 of the Sample Contract.

6.2.2 County's Contract Administrator shall have the authority to modify work schedules in response to County's needs. Contractor shall comply with CA's request within a 24 hour period.

6.2.3 All staffing not listed in Exhibit 4 shall be pre-approved in writing by the County's Contract Administrator. Documentation of the written approval shall be included with Contractor's monthly invoice.

6.3 Issuance of Notices and Procedures

The Contractor shall issue appropriate operating notices and procedures consistent with Contract requirements and subject to approval by the CA.

6.4 Film Permits

6.4.1 The Contractor shall reserve all film company parking authorized by the County. The Contractor shall monitor all activities of film companies and shall be present at the lot at the beginning and ending of permit times. The Contractor shall provide a summary of the film company parking procedures in Form P-6, Work Plan.

6.4.2 Contractor shall immediately report to County any film company not in compliance with parking directions, blocking of disabled parking spaces, parking meters or pay stations.

6.5 Locking/Unlocking Gates

When lots are staffed by a parking lot attendant, the Contractor shall ensure all Parking Lot gates, and/or chains are open and/or closed/locked in accordance with the hours as identified in Exhibit 2.

6.6 Enforcement of Parking Ordinance in Marina del Rey

The Contractor shall assist the Department in enforcing the County Harbor and Maritime Ordinance (County Code Chapter 19.12.010) by notifying the CA of any violation in the Marina del Rey Parking Lots of Los Angeles County Code section 19.12.1330 (vehicle or trailer parked over 48 hours in public parking areas must register with the Department; vehicles used for human habitation prohibited from parking between 2:00 a.m. and 6:00 a.m. in public parking areas unless registered with the Department).

6.7 Requests to Void Parking Citations

Should a parking citation be issued to a Contractor's employee due to Contractor's or Contractor employee's negligence, as determined by the Contract Administrator, an administrative fee of five dollars must be paid by the Contractor if voiding of the citation is requested and approved and after the Contractor completes the appeals process.

7.0 ACCOUNTING AND CASH CONTROL PROCEDURES

The Contractor shall establish and maintain procedures for the accounting and control of cash and negotiable instruments from the time of collection by the Contractor to the time of delivery to the County provided armored transit service. All such accounting and cash control procedures shall be submitted by the Contractor to the Director for approval before the date of commencing the Contract work and on or before each annual anniversary date of the Contract and any extension periods. Failure on the part of the Contractor to establish and maintain accounting and cash control procedures shall constitute a material breach of Contract for which the Director may terminate the Contract in accordance with Section 2.44 of the Sample Contract.

7.1 Fee Schedule

The Contractor shall daily collect parking fee payments at all Parking Lots, as noted on Exhibit 2. The Contractor shall collect County-approved parking fees in accordance with the Department's fee schedule provided by the CA from each individual or group who occupies a parking space or spaces, other than individuals and groups entitled to waiver of fees as listed in Exhibit 3. The Contractor shall observe such modifications to the fee schedule and fee waivers as may be made by the Director and the Board of Supervisors in their sole discretion over the Contract term.

7.2 Monthly Parking Fees

The Contractor shall bill and collect monthly parking fees as needed in advance and shall issue receipts for and keep records of such collections.

7.3 Parking Occupancy Tax Collection

The Contractor shall, along with the parking fee payments, collect all parking occupancy taxes that may be imposed by any municipality or other governmental entity and shall remit them to the County for payment to the taxing entity.

7.4 Method of Payment

Unless the County authorizes another payment method in writing, all parking fees shall be collected in cash. However, monthly fees and film company fees

may be paid by personal check, credit card or travelers check. The Contractor shall accept credit cards when directed by the County in writing to do so.

7.5 Meters and Other Collection Devices

The Contractor shall empty parking meters and automated pay machines not less than three times weekly on Monday, Wednesday and Friday of each week before 10:00 a.m. Devices in each Parking Lot shall be emptied daily if collections for that Parking Lot exceed \$500 per day. If available, the Contractor shall, as appropriate, record, collect and maintain any tape or other transaction record maintained by the collection device. Printouts from the pay machines shall be attached to the collection report and forwarded to the Department by the Contractor in accordance with Section 11.10.

7.6 Collection Procedures

7.6.1 Contractor shall only use County provided collection equipment. Contractor shall report to CA immediately if equipment becomes defective.

7.6.2 If needed, Contractor will assist with downloading credit card information from automated pay machines.

7.6.3 The Contractor shall designate an employee, at a supervisory level and who has successfully passed a thorough background investigation to the satisfaction of the County, who shall be responsible for the daily pickup and return of the Department's credit card data downloading device. The credit card data downloading device shall be in the presence of the designated employee at all times and shall be carried in the County provided shoulder strap carrying bag.

7.6.4 The credit card data downloading device shall be logged in and out daily and should not be picked-up before 8:00 a.m. daily and must be returned no later than 5:00 p.m. daily.

7.6.5 If the device is lost, County shall charge the Contractor \$500, plus the cost of a new device.

7.7 Deposit of Collections

The Contractor shall deposit all parking fee payments to the credit of the Department in an account established by the Director in a financial institution within Los Angeles County. The Contractor shall prepare the deposits for the armored service and a duplicate copy of the deposit receipt showing the amount collected to the Department's financial office located at 13575 Mindanao Way, Marina del Rey, CA 90292, or such other location as the Director may specify in writing.

7.8 Fraud Losses

The Contractor shall be responsible for any losses resulting from the deposit of counterfeit bills and checks that are not negotiable because of insufficient funds or other reasons, such as theft.

7.9 Use of Banking Bags

The Contractor shall provide a safe and reliable method for deposit of currency collected prior to delivery to the County provided armored transit service.

7.10 Use of Parking Tickets

The Contractor shall use pre-numbered, sequential, one-part parking receipts generated by parking receipt issuance devices provided by the Contractor. In the event the parking receipt device is not available, the Contractor shall use manual parking receipts, with immediate notification to County prior to doing so. The Department may direct that the Contractor's phone number, website address and other contact information are to be printed on the receipts. The receipts shall be used by the parking attendants in accordance with the approved accounting and cash control procedures in this Section 7.0.

7.11 Electronic Car Counters

The Contractor shall use electronic car counters at the direction of the Contract Administrator. Contractor shall record car count information on daily reports as required in Section 11.0.

7.12 Use of Cash Canisters

Where available, the Contractor shall use cash canisters that can be locked and unlocked only by the parking supervisors and receptacles that lock the canisters into place in those Parking Lots where cash is collected by parking attendants.

The Parking Lot attendants shall return cash canisters to the persons responsible for reconciling the fee collections with the daily records. Any person collecting the canister shall not have a key to access the canister.

7.13 Secure Counting Area

The Contractor shall only use the County provided office to count cash and reconcile revenue with car counts and tickets issued.

7.14 Use of Accountant-Recommended Procedures

The Contractor shall use procedures recommended by the certified public accountant pursuant to Section 11.15 as directed in writing by the Director.

7.15 Control of Change Funds, Keys and Canisters

The Contractor shall control and record the issuance of change funds, keys and canisters by parking supervisors to the parking attendants. The Contractor's parking attendants shall return change funds, keys and logs to parking supervisors at the end of each shift.

8.0 EQUIPMENT FURNISHED BY CONTRACTOR

8.1 Contractor's Obligation

The Contractor shall, at its expense, furnish all materials and supplies that are required for the performance of the Contract work. Notwithstanding this section, the County may at its expense furnish, install and require the Contractor to use any materials, equipment, fixtures and supplies the County deems necessary for the performance of the work.

8.2 Contractor's Duty to Repair and Maintain

Notwithstanding Section 9.2, the Contractor shall, at its expense, to the satisfaction of the County, be responsible for replacing broken gate arms, cleaning the exterior of equipment, signage and minor graffiti and reporting all other maintenance problems to the Department.

The Contractor shall repair and replace to the County's satisfaction any equipment or structure that is damaged by the Contractor's employees or, in the Director's sole discretion, shall reimburse the County's reasonable cost of performing such repair.

The Contractor shall keep in good repair and maintain whatever equipment it installs and/or provide, including keeping all equipment doors locked at all times.

8.3 Automated Parking Receipt Issuance Devices

The Contractor shall be responsible for providing and maintaining automated parking receipt issuance devices for the Department. The specifications for the automated parking receipt issuance devices shall include but are not limited to the following:

- i Ability to process encrypted wireless credit card transaction within eight seconds;
- i Ability to process wireless credit card transactions at all beach and Marina lot locations (WiFi, Cellular, or Bluetooth communication capabilities, hard wire plug in);
- i Credit card transactions shall adhere to Payment Card Industry (PCI) Compliance;
- i Minimum Windows Mobile 6.5 Operating System;
- i Lightweight with minimum of 3.5 inch color high definition display;
- i Separate printer device with Bluetooth connectivity;
- i Battery life of at least eight hours;
- i Integrated clock;
- i Visible daylight/night display;
- i Battery charging stations;
- i Ability to provide on-line cashier shift reporting, credit and cash reports, username and passwords for each operator;
- i Transaction processing and occupancy counts, daily statistical activity reports showing time of transaction categorized by rate, (i.e., film, beach clean-up, special events, etc.);
- i On the spot auditing capabilities;
- i Ability for on-site and remote reprogramming rates, receipt wording, or time changes;

- i Receipt/Transaction number verification to match receipts issued versus equipment transactions;
- i Time stamp each receipt;
- i Online software upgrades and ability to download back end reports for auditing purposes;
- i Magnetic Stripe detector/scanner for credit card use;
- i Web based back-end event management system;
- i Ability to configure VIP lists and reservations via the back-end event management system and communicate them to each handheld;
- i Ability to configure various parking rate structures; and
- i The automated receipt issuance devices shall be mobile devices.

8.4 Maintenance and Security of Parking Lots

Contractor shall ensure the safe, clean and sanitary condition of the Parking Lots during operating hours. Services to be performed include, but are not limited to, the following:

- Inform the CA orally within 12 hours, and in writing within 24 hours, upon discovering that facility equipment belonging to County is in need of repair, including that which is listed in Exhibit 5;
- Post instructions for vehicles exiting after hours;
- Notify the CA immediately when there is a water leak or a faulty sprinkler system;
- Provide and maintain adequate access in accordance with applicable federal, state and local law to people with disabilities;
- Ensure that no signs or advertising matter of any kind are displayed on County property unless first approved in writing by the CA. If seen, report to CA immediately;
- Provide temporary signage (not handwritten) for immediate needs;
- Furnish and utilize "Lot Full" signs when needed;
- Furnish and install warning signs, as needed;
- Notify CA to remove major graffiti on property upon its discovery;
- Immediately inform CA of hazardous conditions observed in Parking Lots;

- Furnish and install traffic cones, barricades and arrows as needed;
- Notify the CA of damage to painted surfaces, including pillars and walls, from tire marks, smudges, etc.; and
- Report witness of any damage to equipment by parking patrons, including license plate number.

8.5 Report Parking Meter Malfunctions

The Contractor shall immediately report to the CA any parking meters or automated pay machine that needs to be repaired or replaced, upon notice of any problems.

8.6 Installation of Devices – CA Approval of Contractor Provided Items

The Contractor may install and use entry control devices, exit spikes, warning lights and cash collection devices. These and all materials, labor, fixtures and equipment furnished by the Contractor shall be subject to the approval of the CA.

8.7 CA Approval for Modifications

The Contractor shall not make any alterations to the existing equipment structures, fixtures or Parking Lots except with the written permission of the CA.

8.8 Contractor to Furnish Safety Equipment

At its own cost, the Contractor shall furnish and maintain in each Parking Lot a fire extinguisher, flares, flashlight, flashlight batteries and first-aid kit approved by the CA. Used fire extinguishers shall be refilled and missing fire extinguishers replaced. Fire extinguishers shall be serviced annually before the expiration date by persons licensed by the California Fire Marshal.

8.9 Storage of Equipment

Contractor shall not use County provided Kiosk for storage of Contractor's equipment. All supplies remaining in Kiosk are left at Contractor's risk and must be re-supplied if stolen or damaged.

8.10 Security of Equipment

The Contractor is responsible and must provide for the security of all supplies and equipment used in the course of the Contract at all areas under the Contractor's control. The Contractor shall replace all stolen or lost County property with like kind and quality.

8.11 Removal or Return of Signs, Materials, Devices – Reimbursement

Within 10 days after the date of expiration or termination of the Contract, the Contractor shall, at its own expense, remove all signs, materials and devices it has furnished unless notified by the Director in writing that they are to be left in place. The removal of such items shall be accomplished in such a manner as to minimize any disruption of parking services and Contractor shall be responsible for restoring the facility to its original condition. The Contractor shall be reimbursed by the County for any signs, materials and devices furnished by the Contractor that the Director elects to retain. The amount of such reimbursement shall be equal to the Contractor's cost, as evidenced by the original invoice, less accumulated depreciation computed over the Contract term. Upon expiration or termination of this Contract, without additional compensation, the Contractor shall return all County furnished equipment in an operable state and otherwise in the same condition as when provided to the Contractor, less reasonable wear and tear as determined by the County.

8.12 Uniforms

The Contractor shall, at its own expense, furnish a uniform to each employee who is assigned to perform parking services. The uniform shall be subject to the approval of the CA and shall be worn at all times during the course of the employee's performance of the Contract work and shall be cleaned and replaced in accordance with a schedule approved by the CA.

8.13 Identification Badge

The Contractor shall furnish a visible photo identification badge to each employee who is assigned to perform the Contract work. The badge shall be subject to the approval of the CA and shall be worn at all times the employee is on duty.

8.14 Signs

The Contractor shall furnish permanent signs for the Parking Lots, other than short term metered parking areas, informing the public of the amount of the parking fee and the name and telephone number of the Contractor. The signs shall be subject to applicable design and construction standards and the

approval of the CA. One shall be posted at the entrance of each Parking Lot and at other locations necessary to the efficient operation of the Parking Lots and shall be kept clean and free of graffiti and rust.

8.15 Telephones

The Contractor shall, at its own expense, install and maintain telephones or provide wireless communications at all Parking Lots to communicate with the parking attendants and shall provide its staff with a list of telephone numbers for emergency services, supervisors and Departmental contacts. The Contract shall allow the CA reasonable use of the telephone equipment in the course of the CA's duties.

9.0 FACILITY MAINTENANCE AND EQUIPMENT FURNISHED BY COUNTY

9.1 Office Space

As specified in Section 5.7.2, the County shall provide an office space to the Contractor, to house Contractor's staff. Subject to final agreement between the Contractor and County, Contractor shall obtain from the Department a Right of Entry Permit (Permit) and adhere to the terms and conditions set forth in the Permit.

9.2 Utilities

The County shall provide and pay for all natural gas, electricity and water consumed in the operation of the Parking Lots. The County shall not be liable to the Contractor for damage or losses that occur by reason of defect or impairment of any utility system, water system, air conditioning apparatus or electrical wires that serve the Parking Lots. The Contractor shall be liable to the County for material waste of utilities caused by the negligent or intentional acts of its employees. The use of microwaves, toaster ovens, televisions, heaters, etc. by Contractor in County provided facilities are prohibited.

9.3 County's Duty to Repair and Maintain

Except as provided in Section 8.2, the County shall be responsible for structural maintenance for the Parking Lots and for maintenance, repair and replacement of all equipment, fixtures and improvements on the Parking Lots.

The County shall at its expense maintain, repair and replace parking meters, pavement, bumper stops, striping, lighting fixtures, retaining walls and drainage systems within the Parking Lots; shall remove trash and debris from refuse containers; and shall provide for regular sweeping of the Parking Lots. The Contractor shall notify the County orally within eight hours, and in writing within 12 hours, following its discovery or observance of any conditions which indicate that repair work or maintenance is required.

10.0 ACCEPTANCE AND MODIFICATION OF FACILITIES AND SERVICE AREA

10.1 Contractor's Acceptance of Facilities

The Contractor acknowledges personal inspection and evaluation of the Parking Lots, improvements and fixtures and the extent to which their physical condition will affect its performance of the Contract work. The Contractor accepts the Parking Lots and related facilities in their present physical condition, and agrees to make no demands upon the County for any changes to be made before or after commencement of the Contract term.

10.2 Modification of Parking Lots by Contractor

The Contractor may modify the Parking Lots at its own cost, upon written approval by the Director or authorized designee, of the construction plans, specifications, costs, and scheduling for the changes to be made.

Modifications by the Contractor not approved in writing by the Director or authorized designee, shall upon notice by the Director or authorized designee, be immediately restored by the Contractor at the Contractor's cost to original condition as determined by the Director or authorized designee. If the Contractor fails to restore the facility within a reasonable time period specified by the Department, the County may restore the facility and the Contractor shall be liable for the County's costs, including lost revenue resulting from the unauthorized modification and/or loss of use during the restoration, if any. In any proceeding for such lost revenue, it shall be presumed that the amount of revenue that would have been produced but for the Contractor's unauthorized modification and subsequent cure period equals that produced during the same

months and days in the County fiscal year that yielded the most revenue of the three County fiscal years preceding the date of cure, plus an increase in accordance with the Consumer Price Index.

10.3 Modification of Parking Lots by County

Notwithstanding any other provision of the Contract, the Department, in the sole discretion of the Director, may at its own cost modify the size, configuration or capacity of a Parking Lot at any time upon 30 days' written notice to the Contractor identifying the nature of the modification. To the extent such modification results in necessary revisions to staffing levels, the Contractor's compensation shall be adjusted in accordance with Sections 1.4.4 and 1.4.5 of the Sample Contract.

11.0 REPORTS AND LOGS

11.1 Records to be Available to County Staff

Contractor's records, reports and logs pertaining to the Contract, whether or not submitted to the Department, shall be available for inspection and copying by the CA and other County staff in accordance with the Sample Contract, Section 2.38, Record Retention and Inspection/Audit Settlement.

11.2 Deposit Slips

The Contractor shall maintain deposit records and submit deposit slips daily to the Department's financial office. The financial office is located at: 13575 Mindanao Way, Marina del Rey, CA 90292.

11.3 Parking Ticket Records

The Contractor shall retain all ticketing machine reports or any unsold manual tickets until audited by the CA or as provided in Sample Contract, Section 2.38.

11.4 Daily Parking Lot Log

The Contractor's parking attendants at each Parking Lot shall daily record the name of the parking attendant who opens and closes the Parking Lot, the number of cash canisters used during the day and their control numbers, the opening and closing parking ticket numbers, the opening and closing car counter numbers, the time of opening and closing, the time of a change in

shifts, the name of each parking attendant and any notice provided the CA regarding maintenance requirements and hazardous conditions. The Daily Parking Lot Log shall be retained by the Contractor as a reference for the CA, the County's auditors, the Contractor's certified public accountant and other investigators that the parties may employ.

11.5 Incident Reports

In addition to the matters required to be reported under Sample Contract, Section 2.24.1, the Contractor's supervisory staff shall submit to the CA a written report of any theft, property damage, bodily injury, assault, firearms violation, vandalism or other trouble that involves or takes place in a Parking Lot managed by the Contractor under this Contract within 12 hours of the occurrence. In the event of an incident involving risk of bodily injury or property damage over \$250, the Contractor shall immediately notify the CA by telephone in addition to submitting an incident report. The report shall state, in appropriate detail, the nature, date and time of the incident, license plate number, if available, including police report in any, and the individuals and police agency involved. Contractor staff observing the incident shall report and verify the information and the employee's supervisor shall approve the report. The Contractor shall retain a copy of these reports during the term of the Contract.

11.6 Complaint Log

The Contractor shall establish and maintain a log of all complaints received directly from the public or forwarded to the Contractor by the CA about the Parking Lots, including by way of example without limitation, complaints about employee appearance, attitude and work, Parking Lot cleanliness and maintenance, equipment operation and parking fees. The log shall contain the date of receipt of the complaint, nature of the complaint, action taken or the reason for inaction and the date of the correction. A copy of the complaint and its resolution shall be submitted to the CA no later than 10 days from the Contractor's receipt of the complaint. A copy of the complaint log for each

month of the Contract shall be submitted to the CA with the other reports to be submitted to the CA at monthly intervals.

11.7 Cash Drop Log

The Contractor's attendants shall make a record each time that cash is deposited (dropped) into a Parking Lot safe or cash canister. The record will be written on the daily report and submitted separately from the cash drop. The record shall include the sequential number of the cash drop, the amount, the cashier's signature and the supervisor's signature verifying the date and time the supervisor picked up the drop. The log shall be retained by the Contractor as a reference for the CA, the County's auditors, the Contractor's certified public accountant and other investigators that the parties may employ.

11.8 Daily Free Entry Log

The Contractor's parking attendants shall record each free entry into the Parking Lots. The log entry shall include the name of the patron, the patron's signature, the vehicle's full license number or County truck number and the reason for allowing free entry. The supervisor shall review and approve the log. The log shall be retained by the Contractor as a reference for the CA, the County's auditors, the Contractor's certified public accountant and other investigators that the parties may employ.

11.9 Daily Cashier Report

The Contractor's parking attendants shall prepare a Daily Cashier Report for each Parking Lot. The report shall show the starting and ending ticket number and activity counter reading for each shift, the amount of the change fund received by each attendant upon starting the shift, the amount of the change fund returned at closing and the total number of activities and tickets for the day. The supervisor shall verify the activity counter reading and last parking ticket number at closing. The report shall be transmitted to the Contractor's accounting staff for use in compiling the Daily Activity and Revenue Report. The log shall be retained by the Contractor as a reference for the CA, the County's auditors, the Contractor's certified public accountant and other investigators that the parties may employ.

11.10 Parking Meter Revenue Report

The Contractor shall prepare a Meter Revenue Report each time parking meters are emptied. The report shall show the pay machine by number, per lot, date and time of collection, the Parking Lot, the amount collected by the Contractor's employee and a supervisor. Collection of cash from meters shall be witnessed and the amount collected verified by a supervisor. The report shall be transmitted to the Contractor's accounting staff for use in compiling the Daily Activity and Revenue Report. The Contractor shall retain the log as a reference for the CA, the County's auditors, the Contractor's certified public accountant and other investigators that the parties may employ.

11.11 Pay and Display Fee Collection Machine Report

Each day that fees are collected from pay-and-display and other automated collection machines, the attendant performing the collection shall include a printed report, showing the date and time of the collection, the Parking Lot, the amounts collected, starting counter numbers from the previous report and ending counter numbers. The report shall be transmitted to the Contractor's accounting staff for use in compiling the Daily Activity and Revenue Report. The log shall be retained by the Contractor as a reference for the CA, the County's auditors, the Contractor's certified public accountant and other investigators that the parties may employ.

11.12 Daily Deposit Summary

Daily, the Contractor shall have an employee other than a parking attendant or supervisor open the safe or cash canister, if any, and count the money by location. The Contractor's employee shall prepare a deposit receipt and shall reconcile the amounts collected to the amounts recorded on the Daily Cashier Reports, Meter Revenue Reports and Fee Collection Machine Reports. The Daily Deposit Summary shall be delivered to the Department's financial services office with copies of the deposit slips and the Daily Activity and Revenue Report.

11.13 Daily Activity and Revenue Report

The Contractor shall daily submit with the deposit receipts an Activity and Revenue Report prepared by the Contractor's employees (other than the parking attendants and supervisors). It shall reconcile the day's parking fee collections by summarizing the cashiers' daily reports and finding agreement with the amount of collections deposited or stating the amount by which the deposit fails to agree with the summary and the reason for such disagreement. The summary shall include a report of activity and revenue for each day itemized by the Parking Lot and totaled for all Parking Lots. The report shall include all payments received by the Contractor on account of the Contract work and shall set forth:

- The amount of parking fees collected;
- Amounts collected on account of city parking taxes and other taxes;
- The number of daily vehicle entries and the fees paid on account of such entries;
- The number and types of free entries;
- The amounts paid, number, type and account number of prepaid and monthly entries;
- Amounts collected from meters;
- Amounts collected from pay-and-display or other collection machines;
- The number of any validated parking hours and fees paid by validating businesses, if any;
- The parking ticket series sold;
- The beginning and ending vehicle counts by the automated vehicle counters;
- The amount of parking fees collected from film companies, special or private prepaid events and name of payee; and,
- Other information requested by the CA.

11.14 Monthly Activity and Revenue Reports

Not later than the 10th of each month, the Contractor shall provide the CA a Monthly Activity and Revenue Report in form and content acceptable to the CA,

reporting on the monthly activity and revenue for each Parking Lot in the month just ended. The Report shall include the following information, itemized by Parking Lot and totaled for all Parking Lots:

- i The amount of parking fees collected during the period;
- i Pay machine revenue collected, by machine number per lot;
- i Amounts collected on account of city parking taxes and other taxes;
- i The number of daily vehicle entries and the fees paid on account of such entries;
- i The amounts paid, number, type and account number of prepaid and monthly entries;
- i The number of any validated parking hours and fees paid by validating businesses, if any;
- i The parking ticket series assigned to each Parking Lot and sold during the period;
- i The beginning and ending vehicle counts by the automated vehicle counters for the month;
- i Delinquent monthly parking fees by account name and number;
- i The amount of parking fees collected from film companies, special and private events and names of payees; and,
- i Other information as requested by the CA.

11.15 Independent Audit Reports

11.15.1 The Contractor shall engage and pay for a certified public accountant (CPA or Auditor) approved by the Director to audit the Contractor's records and operations of the Contract work and provide the specified reports.

11.15.2 The Auditor shall examine the effectiveness of the Contractor's internal controls over its parking operations, financial and cash controls, and financial reporting to the County. The Auditor shall verify the adequacy of the Contractor's parking revenue accounting and cash control procedures to reasonably ensure that internal controls in the revenue processes are designed and operating effectively to prevent, detect,

and correct fraud and other irregularities, including but not limited to misstatements, theft, misappropriation, and falsification, in a timely manner. The Auditor shall perform (1) a sample test of the gross receipts, by location, by month from monthly management reports; (2) a sample test of the accuracy of Daily Cashier Reports and summary monthly reports by location; (3) a verification of ticket number sequence, dollar rate of ticket, and total amount collected; and (4) a verification of the accuracy of monthly financial reports submitted to the County.

11.15.3 The Auditor shall audit the Contractor's Statement of Gross Receipts submitted to the County by the Contractor to reasonably ensure that all parking lot revenues have been properly collected, deposited, and reported and shall report on the accuracy of the daily and monthly parking revenue including parking revenue loss or voids reported from each parking lot. The Auditor shall verify substantial fluctuations from the previous month in the current year and from the same month in the previous year in the Revenue Fluctuation Schedule that the Contractor will provide.

11.15.4 The Auditor shall submit to the County an Internal Control Audit Report within 45 days following the effective date of the Contract and thereafter within 45 days after the end of each Contract Year. In addition, the Auditor shall submit to the County an independent auditor's report on the Statement of Gross Receipts and Supplementary information within three months of the end of each Contract Year during the Contract term and any extension period.

12.0 GREEN INITIATIVES

12.1 Contractor shall make reasonable efforts to initiate "green" practices for environmental and energy conservation benefits.

12.2 Contractor shall notify County's Contract Administrator of Contractor's new green initiatives once the contract commences.

13.0 PERFORMANCE REQUIREMENTS SUMMARY

All listings of services used in the Performance Requirements Summary (PRS) are intended to be completely consistent with the Contract and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Contract and the SOW. In any case of apparent inconsistency between services as stated in the Contract and the SOW and this PRS, the meaning apparent in the Contract and the SOW will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void and place no requirement on Contractor.

13.1 The Contractor agrees to and accepts the performance standards, including, but not limited to, the sums set forth as liquidated damages for unacceptable performance.

CONTRACT DISCREPANCY REPORT

TO: _____

FROM: _____

DATES: _____

Prepared: _____

Returned by Contractor: _____

Action Completed: _____

DISCREPANCY PROBLEMS: _____

Signature of County Contract Administrator

Date

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

Signature of Authorized Contractor Representative

Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE: _____

Signature of County Representative

Date

COUNTY ACTIONS: _____

CONTRACTOR NOTIFIED OF ACTION

Contract Administrator Signature and Date _____

Contractor Representative's Signature and Date _____

PERFORMANCE REQUIREMENTS SUMMARY (PRS)

Parking Lot Management Services

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	LIQUIDATED DAMAGES
SAMPLE CONTRACT: PARAGRAPH 1.5 – <i>INVOICES & PAYMENTS</i>	Contractor shall submit invoices by the 10 th of each month	Review of Invoices	\$50 per occurrence
SAMPLE CONTRACT: SUB-PARAGRAPH 2.38 – <i>RECORD RETENTION & INSPECTION/AUDIT SETTLEMENT</i>	Contractor shall maintain all required records as specified	Inspection of Files	\$50 per occurrence
STATEMENT OF WORK: SUB-PARAGRAPH 1.5 – GENERAL REQUIREMENTS	Contractor shall meet weekly with County's Contract Administration	Observation	\$50 per occurrence
STATEMENT OF WORK: PARAGRAPH 2.4 – <i>SPECIAL EVENTS</i>	Contractor shall provide service for special events & programs at the Director's request	Observation	\$100 per occurrence
STATEMENT OF WORK: PARAGRAPH 3.0– <i>CONTRACTOR'S QUALITY CONTROL PLAN</i>	Contractor shall observe & comply with its quality control plan	Observation & Documentation	\$50 per occurrence
STATEMENT OF WORK: PARAGRAPH 4.1 – <i>COUNTY'S QUALITY ASSURANCE PLAN</i>	Contractor shall observe & comply with County's quality assurance plan	Observation & Documentation	\$50 per occurrence
STATEMENT OF WORK: SUB-PARAGRAPH 5.2 – <i>RESPONSIBILITIES - CONTRACTOR</i>	Contractor shall designate a full-time employee as the Contractor's Representative	Observation	\$50 per occurrence
STATEMENT OF WORK: SUB-PARAGRAPH 5.3.1 – <i>RESPONSIBILITIES – CONTRACTOR'S STAFF</i>	Contractor's employees shall undergo and pass a background investigation prior to beginning work on the contract	Observation & Documentation	\$100 per occurrence
STATEMENT OF WORK: SUB-PARAGRAPH 5.3.2 – <i>RESPONSIBILITIES – CONTRACTOR'S STAFF</i>	Contractor shall provide a sufficient number of employees to perform the Contract work	Observation & Documentation	\$100 per occurrence
STATEMENT OF WORK: SUB-PARAGRAPH 5.3.6 - <i>RESPONSIBILITIES – CONTRACTOR'S STAFF</i>	Contractor's employees shall be subject to County's dress code policy	Observation	\$50 per occurrence
STATEMENT OF WORK: SUB-PARAGRAPH 5.3.11 - <i>RESPONSIBILITIES – CONTRACTOR'S STAFF</i>	Contractor's employees shall conduct themselves in a reasonable manner	Observation	\$50 per occurrence

PERFORMANCE REQUIREMENTS SUMMARY (PRS)

Parking Lot Management Services

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	LIQUIDATED DAMAGES
STATEMENT OF WORK: SUB-PARAGRAPH 5.3.16 – <i>RESPONSIBILITIES - CONTRACTOR’S STAFF</i>	Contractor shall employ full-time employees unless previously authorized to use part-time employees	Observation	\$100 per occurrence
STATEMENT OF WORK: PARAGRAPH 5.4.2 – <i>RESPONSIBILITIES - SUPERVISORS</i>	Contractor’s supervisor shall be able to effectively communicate in English	Observation	\$50 per occurrence
STATEMENT OF WORK: SUB-PARAGRAPH 5.7 - <i>RESPONSIBILITIES – CONTRACTOR’S OFFICE</i>	Contractor shall be available during specified hours	Observation	\$50 per occurrence
STATEMENT OF WORK: SUB-PARAGRAPH 6.2 - <i>PARKING LOT OPERATIONS</i>	Contractor shall maintain a monthly work schedule in accordance with its shift hours	Review of Records	\$100 per occurrence
STATEMENT OF WORK: SUB-PARAGRAPH 6.2.2 <i>PARKING LOT OPERATIONS</i>	Contractor shall comply with CA’s request to modify work schedules within 24hrs.	Observation	\$50 per occurrence
STATEMENT OF WORK: SUB-PARAGRAPH 6.4 <i>PARKING LOT OPERATIONS</i>	Contractor shall reserve all film company parking authorized by the County	Observation	\$100 per occurrence
STATEMENT OF WORK: SUB-PARAGRAPH 6.5 <i>PARKING LOT OPERATIONS</i>	Contractor shall ensure all Parking Lot gates are locked/unlocked as specified	Observation	\$100 per occurrence
STATEMENT OF WORK: SUB-PARAGRAPH 7.1 <i>ACCOUNTING AND CASH CONTROL PROCEDURES</i>	Contractor shall collect parking fees in accordance with the department’s fee schedule	Observation	\$100 per occurrence
STATEMENT OF WORK: SUB-PARAGRAPH 7.5 – <i>ACCOUNTING AND CASH CONTROL PROCEDURES</i>	Contractor shall empty parking meters and other collection devices not less than three times weekly	Inspection	\$100 per occurrence
STATEMENT OF WORK: SUB-PARAGRAPH 7.6– <i>ACCOUNTING AND CASH CONTROL PROCEDURES</i>	Contractor shall designate a supervisory employee for daily pickup and return of the department’s credit card data downloading device	Observation	\$100 per occurrence

PERFORMANCE REQUIREMENTS SUMMARY (PRS)

Parking Lot Management Services

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	LIQUIDATED DAMAGES
STATEMENT OF WORK: SUB-PARAGRAPH 7.7 <i>ACCOUNTING AND CASH CONTROL PROCEDURES</i>	Contractor shall deposit all parking fee payments to the credit of the Department	Review of Records	\$100 per occurrence
STATEMENT OF WORK: SUB-PARAGRAPH 7.10 – <i>ACCOUNTING AND CASH CONTROL PROCEDURES</i>	Contractor shall provide parking receipt devices	Review of Equipment	\$50 per occurrence
STATEMENT OF WORK: SUB-PARAGRAPH 8.2 – <i>EQUIPMENT FURNISHED BY CONTRACTOR</i>	Contractor shall repair and replace any equipment or structure damaged by Contractor's employees	Observation	\$100 per occurrence
STATEMENT OF WORK: SUB-PARAGRAPH 8.3– <i>EQUIPMENT FURNISHED BY CONTRACTOR</i>	Contractor shall maintain parking receipt devices with specifications identified in Section 8.3	Observation	\$50 per occurrence
STATEMENT OF WORK: SUB-PARAGRAPH 8.4 – <i>EQUIPMENT FURNISHED BY CONTRACTOR</i>	Contractor shall ensure safe and clean Parking Lots during operating hours	Observation	\$50 per occurrence
STATEMENT OF WORK: PARAGRAPH 8.5 – <i>EQUIPMENT FURNISHED BY CONTRACTOR</i>	Contractor shall report to the CA any parking meter malfunctions	Observation	\$100 per occurrence
STATEMENT OF WORK: PARAGRAPH 8.12 – <i>EQUIPMENT FURNISHED BY CONTRACTOR</i>	Contractor shall furnish a uniform to each of its employees assigned to perform parking services	Observation	\$100 per occurrence
STATEMENT OF WORK: PARAGRAPH 11.0 – <i>REPORTS AND LOGS</i>	Contractor shall prepare and maintain all reports and logs as specified and make records available to County	Review of Records	\$100 per occurrence

**PARKING LOT MANAGEMENT SERVICES
OFFER TO PERFORM / PRICE PROPOSAL**

Proposer:

Name: Modern Parking, Inc.
Address: 1200 Wilshire Blvd., Suite 300
Los Angeles, CA 90017
Phone: (213) 482-8400 Fax: (213) 482-7600

To: Santos H. Kreimann, Director, Department of Beaches and Harbors

Proposer, responding to the Request for Proposals (RFP) issued by the Los Angeles County Department of Beaches and Harbors, offers to provide parking lot management services on the terms and conditions for the performance of this work that are set forth in the RFP. Such services shall be performed during a three-year term and at the sole discretion of the Director may be extended for two additional, consecutive, optional Contract years. The two one-year options shall be exercised separately in succession. The Director, at his sole discretion, may also extend the final Contract term on a month-to-month basis for up to six months.

The compensation for Proposer's services shall be in accordance with the hourly rates set forth for such work on page 2, subject to the limitations provided in the Contract.

This offer shall be irrevocable for a period of 180 days after the final date for submission.

Proposer is a(n): individual corporation partnership or joint venture limited liability company other: _____

State of organization: California Principal place of business: Los Angeles, CA

Out of state vendor's authorized agent for service of process in California:

Name N/A Address _____ Phone _____

The Proposer represents that the person executing this offer and the following persons are individually authorized to commit the Proposer in any matter pertaining to the proposed Contract:

Gary Pitts, Executive Vice President (213) 482-8400

Name Title Phone

Lori Pinson, Senior Vice President (213) 482-8400

Name Title Phone

Proposer's signature: 

Date: 7/27/11

M. J. Islam, President (213) 482-8400
Name Title Phone

STAFFING PLAN AND PRICE PROPOSAL

Fill in all of the unshaded boxes This chart will be used for a variety of purposes as follows:

- The first three columns (relating to Standard Staffing Hours) represent the level of parking services required by the Contract for the attendant, supervisor and Contractor Representative categories and represent totals generated from Exhibit 4 (Standard Staffing Level). The Other Personnel category will be used by the County to assist in evaluation of the adequacy of the Proposer's Staffing and Work Plan (Form P-6).
- The next column (Hourly Wage) should reflect actual hourly wages paid, which the County will use to judge whether the Proposer complies with the County Living Wage Program (Exhibit 15).
- The second-to-last column (Proposed Price per Hour for Contract Work) will be used for increases/decreases in the Monthly Compensation for Standard Staffing Level (Exhibit 1) in those instances when changes in staffing levels have been authorized by the Director. The Proposed Price should reflect the hourly wages for attendants and supervisors loaded with benefits, equipment and other direct costs, as well as proportional amounts of overhead, profit and support staff costs.
- The last column (Annual County Cost) will be used for Proposal Price evaluation purposes. The total should equal the Proposer's expected compensation for providing the services as required by Exhibit 4, Standard Staffing Level. In addition, it must equal the Standard Staffing Hours Annual (third column) for attendant and supervisor multiplied by the Proposed Price per Hour for Contract Work (second-to-last column) for those two categories of employees.

	STANDARD STAFFING HOURS SUMMER MONTHS	STANDARD STAFFING HOURS WINTER MONTHS	STANDARD STAFFING HOURS - ANNUAL	HOURLY WAGE	CONTRACTOR'S ANNUAL COST	PROPOSED PRICE PER HOUR	ANNUAL COUNTY COST
ATTENDANT	22,824	21,950	44,774				
ATTENDANT (PART-TIME)	5,706	5,488	11,194				
TOTAL ATTENDANT HOURS	28,530	27,438	55,968	\$ 9.85	\$ 551,285	\$ 18.39	\$ 1,029,252
SUPERVISOR	5,997	10,091	16,088				
SUPERVISOR (PART-TIME)	1,500	2,523	4,023				
TOTAL SUPERVISOR HOURS	7,497	12,614	20,111	\$ 12.50	\$ 251,388	\$ 23.28	\$ 468,184
CONTRACTOR REPRESENTATIVE	720	1,360	2,080	\$ 28.85	\$ 60,008		
OTHER PERSONNEL							
1 Money Counter	1,260	2,380	3,640	\$ 12.50	\$ 45,500		
2 Office Clerk	720	1,360	2,080	\$ 13.00	\$ 27,040		
3 Film Coordinator	720	1,360	2,080	\$ 12.50	\$ 26,000		
HEALTH PLAN					\$ 49,428		
OTHER BENEFITS, IF ANY					\$ 240,209		
SUPPLIES					\$ 61,960		
EQUIPMENT					\$ 39,000		
OTHER EXPENSES & OVERHEAD					\$ 109,788		
PROFIT					\$ 36,000		
TOTAL (ANNUAL COST TO COUNTY)							\$ 1,497,436

*OPEN BEACH PARKING LOTS					\$ 38,056		
*CLOSE BEACH PARKING LOTS					\$ 53,526		
*CLOSE BEACH PARKING LOTS AND LOCK RESTROOMS					\$ 104,886		

* The flat fee provided for these services will not be used for evaluation purposes. This information is requested in the event the Department should decide to implement these services during the term of the contract. This flat rate will be prorated based on the start date, if requested.

PROPOSER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

Please complete, date and sign this form. The person signing the form must be authorized to sign on behalf of the Proposer and to bind the applicant in a Contract.

1. If your firm is a corporation or limited liability company (LLC), state its legal name (as found in your Articles of Incorporation) and State of incorporation:

<u>Modern Parking, Inc.</u>	<u>California</u>	<u>1994</u>
Name	State	Year Inc.

2. If your firm is a limited partnership or a sole proprietorship, state the name of the proprietor or managing partner:

N/A

3. If your firm is doing business under one or more DBA's, please list all DBA's and the County(s) of registration:

Name	County of Registration	Year became DBA
<u>N/A</u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>

4. Is your firm wholly or majority owned by, or a subsidiary of, another firm? No if yes,

Name of parent firm:

State of incorporation or registration of parent firm:

5. Please list any other names your firm has done business as within the last five (5) years.

Name	Year of Name Change
<u>N/A</u>	<u></u>
<u></u>	<u></u>

6. Indicate if your firm is involved in any pending acquisition/merger, including the associated company name. If not applicable, so indicate below.

N/A

Proposer acknowledges and certifies that it meets and will comply with all of the Minimum Mandatory Requirements listed in Section 1.3 – Minimum Mandatory Requirements, of this Request for Proposal, as listed below.

Check the appropriate boxes:

- ☒ **Yes** ☐ **No** Proposer has 5 years experience operating multiple parking management facilities with a minimum of 4,000 spaces.
- ☒ **Yes** ☐ **No** Proposer must demonstrate at least two consecutive years' experience operating multiple parking facilities generating at least \$1.5 million annually.
- ☒ **Yes** ☐ **No** Proposer's Contract Representative must have at least two years' experience managing parking services similar in nature and scope to the Contract work.

Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and his/her judgment shall be final.

Proposer's Name:

Modern Parking, Inc.

Address:
1200 Wilshire Blvd., Suite 300

Los Angeles, CA 90017

E-mail address: gpitts@modernparking.com Telephone number: (213) 482-8400

Fax number: (213) 482-7600

On behalf of Modern Parking, Inc. (Proposer's name), I Mohammed J. Islam
(Name of Proposer's authorized representative), certify that the information contained in this Proposer's
Organization Questionnaire/Affidavit is true and correct to the best of my information and belief.


Signature

President

Title

7/27/11
Date

95-4497036

Internal Revenue Service
Employer Identification Number

C1744287

California Business License Number

51875301

County WebVen Number

State of California
Secretary of State

CERTIFICATE OF STATUS

ENTITY NAME:

MODERN PARKING, INC.

FILE NUMBER: C1744287
FORMATION DATE: 05/17/1994
TYPE: DOMESTIC CORPORATION
JURISDICTION: CALIFORNIA
STATUS: ACTIVE (GOOD STANDING)

I, DEBRA BOWEN, Secretary of State of the State of California,
hereby certify:

The records of this office indicate the entity is authorized to
exercise all of its powers, rights and privileges in the State of
California.

No information is available from this office regarding the financial
condition, business activities or practices of the entity.



IN WITNESS WHEREOF, I execute this certificate
and affix the Great Seal of the State of
California this day of April 20, 2010.

Debra Bowen

DEBRA BOWEN
Secretary of State

5. Business and Financial Summary (Form P-5)

Form P-5
Page 1 of 5

BUSINESS AND FINANCIAL SUMMARY

1. **Background. Provide a summary description of your relevant background information and experience demonstrating your firm's capacity to perform the required Contract work, including, identifying previous assignments which are similar in the size and scope to the parking lot management services that will be required under the Contract, years providing parking lot management services and types of parking lots managed.**

Modern Parking, Inc. (MPI) is an established Los Angeles-based, major parking service provider known for exceptional delivery of services. Founded in 1994 by the current President/CEO, MPI has grown in 17 years from three locations and a small staff to its current size of over 150 locations staffed by approximately 550 employees.

Our clients include municipal facilities, retail centers, hotels, entertainment centers, office buildings, hospitals and medical offices. Most are located within Los Angeles County, allowing us to recruit, cross-train, and dispatch employees efficiently. Our workforce includes attendants, cashiers, traffic controllers, maintenance personnel, valets, valet assist, shuttle drivers, ambassadors, and on-site management working as a team with highly skilled managers and supervisors.

Modern Parking operates some of the largest facilities in Los Angeles County such as The Forum, 300 N. Lake Street in Pasadena (owned by the Los Angeles County Employees Retirement Association), and Paseo Colorado, to name a few. We are familiar with virtually every major parking system (revenue control, fee computers, software, hardware and gate arm equipment) in use in Los Angeles.

The members of Modern Parking's senior management team average between fifteen to thirty years of experience in the parking industry, and as a Los Angeles based company, maintain an open and direct link with our operations and client base. We believe we present one of the most experienced and knowledgeable operations and auditing teams in Southern California. Our collective experience includes hundreds of parking facilities similar in size and staffing levels to those of Los Angeles County Beaches and Harbors.

By our determination and commitment to delivering superior quality services to our many clients, we have become one of the premier parking management firms in Los Angeles County. Our success is the result of our emphasis on and commitment to:

- Excellent customer service practices
- Timely and accurate contract execution
- Comprehensive, tailored employee training programs
- Uncompromising management of revenue control
- Client satisfaction
- Revenue growth through auditing and application of market research

For virtually every one of our clients, we have been able to increase net revenue and customer satisfaction at the parking facilities we operate. We have a proven success record and believe strongly in our ability to best serve the needs of Los Angeles County Department of Beaches and Harbors in the management of its parking facilities.

MPI's success is due to the continual outstanding performance of its management and workforce. Working in a 24/7 environment where attention to detail is critical, our company attributes its success to the following:

- **Recognition that teamwork is essential.** A strong team with strong communication skills is necessary to enable each person to be effective and to contribute to positive outcomes.
- **Excel in the basics of providing quality service** to clients and customers. Parking management is a service that depends upon the coordination of many individual components to achieve exceptional performance.
- **Develop customized checklists and priorities that are used daily.** These checklists are a core tool in team communication. They also are a daily means of systemizing operations, ensuring the quality of facilities, increasing security and managing risks.
- **Continuously update the contact list** to keep the team connected to the staff of clients, the community, vendors involved in related operations and customers.
- **Keep in the forefront of advanced industry practices.** An example is the challenge for the parking industry to "Go Green". The cities of Pasadena, Glendale and Burbank have expended considerable energies in "Going Green" and related Sustainable City initiatives. The challenge facing all parties is to achieve measurable progress during a slow and unstable economy. At MPI we are committed to assisting our clients in the areas of toxic and hazardous material reduction in the use of cleaning materials by using Green Seal products, conservation of energy for lighting, recycling waste, and participating in City initiatives to promote alternative modes of transportation. MPI management assists some of our public sector clients with reviews of opportunities to participate in Fly-Away Programs. We operate public parking facilities in designated Transit Oriented Districts that cater to transit services including the Metro Gold Line's Del Mar Station and assist many of our private sector clients meet their Transportation Demand Management objectives.
- **Develop collaborative relationships** with clients, customers, the community and business partnerships to improve our performance with an understanding of the roles, responsibilities and resources of each. MPI is actively engaged in local business organizations including chambers of commerce and economic development partnerships.
- **Develop contingency plans** because in delivery of parking services, situations can change quickly. Also use of contingency situations strengthens our organization's resiliency in responding to special event and emergency operations.

- **Continuously train at all levels.** MPI's training includes new hire training, on-the-job training, emergency training, district manager training, special issue management, and training to implement MPI policies regarding non-discrimination, affirmative action and equal opportunity, anti-harassment, and theft and vandalism.

Parking Lot Management

Modern Parking has extensive years of experience and an outstanding reputation professionally managing numerous operations comparable in scope and requirements to those of the Beaches and Harbors facilities.



City of Pasadena

Modern Parking manages five multi-facility parking structures totaling over 4,700 spaces for the City of Pasadena. The structures support public transient metro riders, city employees, public works, residents, theater patrons, and retail and restaurant customers. These multi-facilities share parking space with uses from Pasadena Convention Center and Pasadena Civic Auditorium attendees. Demand for parking from these two off-site entities, in addition to on-site activity, can draw large volumes of vehicles and create large fluctuations in traffic patterns and demand, which we successfully manage through our team of operation personnel. Our facilities at Paseo Colorado alone generate approximately 190,000 visitors per month.



City of Culver City

At MPI's three multi-facility parking structures in Culver City, our operations team services over 140,000 visitors per month. The Community Redevelopment Agency originally designed these facilities for downtown retail, restaurants, and visitors; however, through years of operation and the extensive growth of the downtown Culver City Area, we have experienced the opportunity to accommodate other interests such as studio guests for Sony television tapings, production teams, community special events, and off-site parking and shuttle needs from additional local high-volume events. It is necessary to anticipate and meet the challenges associated with such shared use and the fluctuations in traffic conditions.



The City of Glendale

The five multi-facility parking structures managed by Modern Parking for the City of Glendale service the core area of downtown Glendale's retail centers, Glendale's Metro Station and Civic Center. The demand for visitor parking from Alex Theater and Americana at Brand guests can draw large volumes of vehicles that utilize the parking garages. A large amount of visitors can require exiting access at the same time, requiring all cashier stations to be fully staffed and operational. Our operations team understands that it is necessary to continually monitor garage occupancy and accurately predict and anticipate traffic flow patterns. A contingency plan is available at all times such that cross-trained employees can step in to cashier or direct traffic at a moment's notice in order to handle the high fluctuations in exiting traffic.

Major Event Venues

MPI manages over 4,000 parking spaces in direct proximity to LA Live and the Los Angeles Convention Center. Sports events at the Staples Center alone occur 200 nights per year, and the recent opening of the Nokia Theatre has added entertainment venues that attract visitors from throughout the region. The parking demand can vary dramatically for particular sports teams, concert performers, and convention center activity. Modern Parking's team uses all information available to predict the volume of attendees and plan for the appropriate number of parking staff. We maximize revenues by having the ability to capture as many vehicles during peak demand and high fluctuations in activity, without sacrificing quality service.

In Los Angeles alone 2,500 special events occur annually, and the exception event is now often a repeat venue requiring coordination of traffic and parking. Event traffic coupled with peak evening traffic requires close coordination with City traffic engineers and a close hands-on management of staffing consistent with the fluctuating demand for parking and ancillary services. Other examples of MPI's ability to address variations in demand are evidenced in our handling of parking at the Forum in Inglewood, where performances attract enormously varied attendance and the parking operated by MPI must be anticipated on an event-by-event basis.

The Modern Parking operation at Shoreline village venue in Long Beach is fully engaged in parking accommodation for 4th of July activity and numerous festivals. This includes parking management for the Long Beach Grand Prix, the single largest event in the city of Long Beach with over 200,000 attendees. Our experience managing these venues over considerable periods of time speak to the agility and responsiveness of MPI in delivering services tailored to our clients' needs.



Shoreline Village, Long Beach

In both Pasadena and in Glendale, our teams work closely with the Department of Transportation, the Department of Public Works and the Police Department to address ingress and egress issues, as well as provisions to manage loading curb sites and keeping certain lanes clear for emergency vehicles.

Technology

MPI staff has extensive experience in all aspects of revenue control systems such as AVI, Skidata, Amano McGann, Federal APD, Secom, and other electronic ticketing systems and software. Our management staff has particular expertise in identifying client and customer needs, overseeing of installation and training, equipment testing, and maintaining equipment integrity. Facility parking staff is thoroughly trained in the use of site equipment, including software-specific reporting compliance. Our staff can both "troubleshoot" solutions and communicate with our equipment suppliers to keep operations moving smoothly.

Modern Parking has experience with receipt issuance devices and is currently using a Casio handheld receipt issuing device in Long Beach at our multiple lots on 29th Street. The Casio unit is designed for several applications including pre-collections, as described in the Beaches and Harbors RFP.

The handheld unit that Modern Parking currently has in place is servicing a revenue collection function and enforcement application with receipts being issued and also vehicle license photo being recorded.

Filming

Modern Parking has a solid working relationship with the film industry, as we regularly coordinate film production on numerous MPI-managed lots. Our lengthy production client portfolio includes 20th Century Fox, CBS, ABC, and Warner Bros., to name a few. MPI is both experienced and adept at all aspects of film production coordination including procedures for establishing rates, satisfying permitting and contract requirements, on-site monitoring, and client reporting. We have included a detailed description of our experience in the following pages, as well as our procedures as part of Form P-6, "Approach to Contract Requirements."

The Key Management Who Make Our Company Successful

M.J. Islam, President and CEO Modern Parking, Inc., is one of the top three regional parking management firms in the Los Angeles area with accounts widespread throughout California. MPI provides parking management services to many of the largest property management firms in California. Some of the clients include hotels, retail centers, entertainment centers, office buildings, medical office buildings, hospitals, and municipal facilities. Mr. Islam successfully directed the company from start-up operations to one of the leading parking management providers in the Los Angeles area and increased sales to over \$57 million annually, following a pattern of solid, sustained growth.

Gary Pitts, Executive Vice President of Operations, is responsible for managing and overseeing the entire operations function at MPI. He provides executive oversight for the operations at all locations. Mr. Pitts' parking industry experience exceeds 20 years, and he is widely recognized as one of the top operations directors in the business. He began his parking career working for Wolff, Sesnon and Buttery, a development company based in San Jose. For four years, he managed their parking operations, overseeing properties that included the Burbank Airport Hilton. Subsequently, he served as Parking Director for the Arco Towers and Wells Fargo Center in Los Angeles.

Lori Pinson, Vice President, has the responsibility for contract compliance, business systems and corporate management. Lori brings to MPI a broad range of management experience acquired over 18 years in the management and systems consulting field. As an independent management consultant, she successfully guided the creation of a world-class data processing center in Southeast Asia. She provided management and consulting services to many public and private firms during her tenure as Director and Chairman of the Board of a systems consulting venture in San Francisco. She was responsible for the successful project management of implementation for complex systems for various major firms throughout the Southwestern U.S.

Edwin J. Kaftal, Chief Financial Consultant, has an impressive career spanning more than 40 years in the financial sector. Mr. Kaftal works both with Accounting and Management to advise on corporate direction and function. He's served as the Chief Operations Officer for AirShield, Inc., where he oversaw a complete restructuring of the firm. From 1982-1991, he was the Chief Financial Officer and Executive Vice President of 3D Systems, Inc., where he successfully guided the company through an Initial Public Offering. Prior to his executive service, he was a Partner in several Accounting firms during the 1960's and 1970's, including Touche/Ross (now Deloitte & Touche).

Mr. Kaftal holds a Bachelor of Science degree in Accounting from UCLA. He is a Certified Public Accountant in the State of California.

Manuel Rubio, Vice President, Quality and Revenue, is responsible for the internal audit department of Modern Parking. The department performs a variety of audits including cashier audits, monthly parking sales audits, key card audits and unannounced inventories. In addition to performing audits, Mr. Rubio is in charge of updating the standard operating procedures used by the operations department and is also in charge of conducting operations training sessions for supervisors and managers.

Although he recently started work at Modern Parking, Mr. Rubio brings twenty years of parking consulting experience. Prior to joining Modern, he was a Principal for a large nationwide parking consulting firm. His duties included overseeing all audit projects nationwide for the firm. He also worked on other types of projects including parking supply/demand studies, financial feasibility studies, operations audit, parking rate studies and revenue control studies. Mr. Rubio has authored a chapter entitled Basics of Auditing which was included in the book Parking Management – The Next Level, a publication of the International Parking Institute.

Mr. Rubio holds a Bachelor of Science degree in Business Administration from California State University of Los Angeles.

Dolan Islam, Vice President, is responsible for the day-to-day operations of all of MPI's 135+ parking facilities, and has been with MPI since its founding date. He brings to MPI 12 years of wide-ranged parking experience, knowledge, and management skills. Dolan Islam is the key team leader for the development and operation of MPI's in-house parking manager, attendant, and cashier training programs. He oversees MPI's parking audit department, and works directly with property managers and property owners.

Thomas Hall, Risk Management Consultant, is responsible for all HR related actions and claims as it relates to Modern Parking, Inc. Mr. Hall has in excess of 20 years as a Risk Manager in the parking industry. He has worked for several large, national parking companies where his expertise was fully utilized. He has been responsible for corporate handbook development and implementation, employee training, employee benefits and corporate liability including annual bidding process, insurance claims, union negotiations and employee related interactions. Mr. Hall is a recognized veteran in the parking industry and has been a vital part of MPI corporate team since 1999.

Mike Rahimi, Assistant Vice President Modern Parking, Inc. is very fortunate to have Mr. Rahimi serving as the Assistant Vice President. He brings to MPI over 21 years of parking management experience as well as a thorough knowledge of today's most modern equipment, including Skidata, Amano McGann, Datapark, Secom, Integrapark, Park-O-Mate, DSX Access Control and Federal APD equipment. Mr. Rahimi is responsible with assisting district managers with day to day operations including conducting weekly operation meetings, client and customer relations, implementing company policies and procedures, budgeting, special events, employee relation, auditing, and everyday business concerns that need to be addressed.

He also works closely with property managers, ownership groups, vendors, consultants and local government agencies to prepare proposals and perform presentations for potential clients and ownership groups. Mr. Rahimi holds a Masters Degree in Industrial Management as well as a Bachelor Degree in Business Administration.

Ron Nakawatase, Controller, directs the financial affairs of Modern Parking and prepares financial analyses of operations, including interim and final financial statements with supporting schedules, for the guidance of management. He is responsible for the company's financial plans and policies, its accounting practices, the conduct of its relationships with lending institutions and the financial community, the maintenance of its fiscal records, and the preparation of financial reports. Mr. Nakawatase oversees the general accounting, property accounting, internal auditing, cost accounting, and budgetary controls.

He also helps to prepare reports which summarize and forecast company business activity and financial position in areas of income, expenses, and earnings, based on past, present, and expected operations, directs determination of depreciation rates to apply to capital assets, establishes, or recommends to management, major economic objectives and policies for company or subdivision.

2. Experience. Provide your firm's parking lot management experience as follows:

- **The number of parking lots managed by your firm at one time;**

Modern Parking currently manages parking operations at approximately 154 properties.

- **The number of spaces of the parking lots that have been managed by your firm; and**

MPI currently manages an inventory of over 47,000 spaces and has maintained an inventory average of over 35,000 spaces over the last 5-year period. Our parking facilities are made up of public parking at major mixed-use destinations, commercial office facilities, hospitals, and tourism/hotels, and the majority of our customers are repeat clients.

- **The amount of annual gross revenues generated by management of parking lots by your firm (demonstrate at least two consecutive years' experience, generating at least \$1.5 million annually.)**

In 2010, Modern Parking generated over \$ 36.4 million in annual gross revenues from the management of parking lots, and our gross revenue has exceeded \$ 31 million annually for the last 3-year period. Please see **Table 1** on the following page demonstrating gross revenues of at least \$1.5 million annually for a minimum of two consecutive years:

4) Desirable Experience:

A. Does your firm's experience include parking lot management in a coastline and seasonal environment? If yes, please attach a description of this experience.

Modern Parking has over 12 years of parking lot management experience in both coastline and seasonal environments. MPI operations at Shoreline Village in Long Beach must anticipate and respond to tremendous fluctuations in demand. Shoreline Village hosts the Long Beach Yacht and Boat Show, one of the West Coast's largest boat shows, as well as the Long Beach Grand Prix, an event drawing over 200,000 visitors. Additional event management includes the Congressional Cup, Transpac and Olympic trial races, and the Christmas Boat Parade. Our experience of over 10 years in managing this venue speaks to the agility and responsiveness of MPI in delivering services tailored to our clients' needs.

MPI has numerous years of experience managing major parking demand during 4th of July celebrations at centrally located facilities in Long Beach (Ocean Blvd.), Huntington Beach (Pierside Pavilion), and Marina Del Rey (Fiji Way and Lincoln Blvd. locations). At Pierside Pavilion in Huntington Beach, Modern Parking accommodated the thousands of visitors to the Annual US Open of Surfing – Huntington Beach's biggest sporting event, as well as AVP (Association of Volleyball Professionals) tournaments.

Working with the City of Pasadena, Modern Parking collaborates with City parking representatives and traffic engineers in the accommodation of approximately 150,000 visitors during the Pasadena Annual Tournament of Roses Parade. MPI manages three key structures along the parade route. As visitors tend to arrive and leave within small time frames, MPI must implement strategies to expedite services, maintain appropriate ingress and egress, and assist the City in curbing street congestion. This requires ongoing communication, effective dispatching, and constant traffic monitoring and direction. During this event, virtually all of our managed parking facilities in the Pasadena area are impacted, and MPI must anticipate a change in needs across the region.

B. Does your firm's experience include working with filming crews? If yes, please attach a description of this experience.

The Los Angeles region thrives on the entertainment industry, particularly filming and production.

As we know, parking services are an integral part of the production process. Most cities require a parking plan before issuing filming permits that addresses provisions for all vehicles associated with the production including equipment trucks, wardrobe, makeup, cast and production trailers, extras holding areas, catering trucks, craft services, and personal transportation for cast and crew. Some cities, for example, require that food service meals not be eaten on public right-of-way, and a dining area must be created in the parking, or "staging" area.



Film Production at MPI Location

Modern Parking services the entertainment production industry with parking, staging and filming solutions at many of the parking lots we manage. Solid working partnerships and a thorough knowledge of the production process plays an important role in adequately assessing and negotiating the terms of each project. Our experience working with the production industry exceeds 20 years, and MPI enjoys a solid working relationship with numerous studios and production companies in Los Angeles. Just some of our clients include:

- Warner Bros.
- CBS
- ABC
- Sony
- Twentieth Century Fox
- Bad Wolf Productions
- Epoch Films
- Biscuit Filmworks

MPI staff understands the conditions, jurisdictional requirements, and particular needs of our public and private clients who are interested in leasing their facilities to the film industry. Our staff also has the capability of providing referral information to production companies who contact MPI in search of appropriate parking services.

Methodology

Modern Parking assists numerous clients in generating leasing opportunities for their properties through general advertising such as banners and signage, but also important, by informing our large portfolio of production clientele of ongoing and new opportunities. Production representatives contact us with their interest to utilize our locations on a regular and reoccurring basis.

To accommodate production needs, our methodology for determining availability and appropriate price points is based on review of the following criteria:

- Number of Spaces and Area: Total area requirement including spaces and aisles
- Availability: Review of available spaces based on requested production intervals and needs
- Production Use: On-site filming, staging, storage, personal parking
- Number of Production Days: Weekdays, weekends, single or multiple-day needs
- Customer Relocation: Monthly or daily customers that require relocation off-site or to other areas of the parking facility
- Hours of use: Evaluating anticipated regular customer turnover and subsequent impact on revenues
- Staffing Needs: Evaluating staffing needs based on production scheduling
- Type of Production: Commercials, full-length features, short films, or print production

Regardless of the revenue incentives to accommodate production requests, we feel it is important to first assess the impact of a production project on the property, surrounding businesses and parking customers. It is our responsibility to maintain professional representation to all customers. Modern Parking management is able to establish the proper guidelines in making production decisions.

Parking Provisions for Filming in Various Cities in Los Angeles County

While all cities and public agencies have similar provisions for the approval of filming, there are subtle differences. MPI maintains a constant liaison with the filming offices of various jurisdictions in which we provide services. Detailed information on filming provisions is maintained at MPI headquarters and is reviewed periodically to ensure any changes or updates are noted.

Restoration of Site Post-Filming

MPI facilitates the leasing of client properties with clear terms that a rented site must be rendered in its original condition upon completion of shooting. Many clients have specific terms for any measures of restoration. For example, the Los Angeles Convention Center must approve any repainting of surfaces in the facility. Repainted surfaces must be restored to their original color and condition to the satisfaction of L.A.C.C. A client's specific needs must be clearly established.

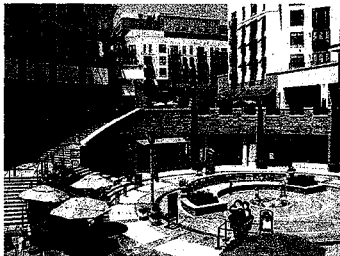
Production Coordination Procedures at Beaches and Harbors

Please see Form P-6, Item 2-a for MPI's work plan to accommodate film/production companies at the L.A. County Beaches and Harbors parking facilities.

C. Does your firm's experience include managing parking lots in a fast paced / high visibility environment? If yes, please provide examples.

Successful parking operations in fast paced environments is based on the ability of operators to adapt to fluctuation in demands based on seasonal and event activity, weather, and economic factors while maintaining high quality service delivery. Modern Parking has extensive experience with assessment of all available indicators and is able to accommodate both anticipated and unanticipated demand in high visibility environments:

Paseo Colorado



With over 3,000 parking stalls and an average of 6,185 transactions each day, parking operations at Paseo Colorado require accommodation of both anticipated and unanticipated demand while maintaining efficiency of operations and polished, professional service delivery. We believe that the volume of Paseo customer activity is significant in comparison to the activity generated at the Beaches and Harbors facilities during peak holiday activity such as July 4th.

In addition to seasonal retail fluctuation, peak periods of demand occur at times when parking for events at the Pasadena Convention Center complex, also operated by Modern Parking, demands augmented availability at the Paseo parking facilities. MPI anticipates demand with coordination of plans developed in collaboration with representatives of the Pasadena Department of Transportation and the Convention Center. During periods of high activity, weekly meetings are held to coordinate and fine-tune traffic management and parking action plans.

MPI's numerous accomplishments at the Paseo parking facilities include a significant reduction of exiting wait times during peak demand periods. This has been accomplished with the implementation

of strategic traffic management, programs to educate visitors regarding usage of automated revenue equipment, and quick mobilization of employees, as needed.

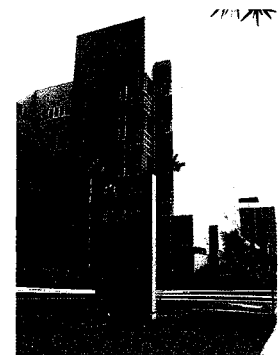
The Forum

Seating up to 18,000 event attendees, the Forum hosts a multitude of events from major concerts including Prince and Soundgarden to auditions for American Idol. For each event, Modern Parking experiences exponential spikes in demand and must anticipate efficient staff levels to direct traffic, coordinate VIP services, ease ingress/egress times and avoid congestion. MPI must also collaborate with transportation officials to ensure smooth traffic flow at entry and exit points to the Inglewood facility. Modern Parking has provided services for the Forum for 7 years.

The Medical Industry

Parking operations at hospitals and medical centers must meet complex demand patterns, traffic flow components, and customer care needs to name a few. Modern Parking successfully orchestrates superior management services for patients, visitors, physicians and staff at significantly high volume medical centers such as Kaiser West Los Angeles Medical Center (1,250 spaces), Huntington Memorial Hospital (over 2,400 spaces), and Burbank Pacific Medical Building (960 spaces).

In addition to providing uniquely tailored customer service programs, such large-scale operations at medical facilities require diligent security and emergency preparedness that support compliance with both property and civil authority requirements.



Parking management for large scale operations such as this is guided by unique requirements:

- Demand overlaps for large volumes of hospital staff
- Peak patient activity
- Emergency vehicle access point clearance
- Unique customer requirements and compliance with HIPAA and JCAHO
- Unexpected increases in demand such as flu season, etc.

Modern Parking has taken a proactive approach to facilitating more efficient and safe operations. By collaborating with the City of Los Angeles, MPI created improved vehicle and pedestrian access points for the medical center. MPI has also greatly enhanced the flow of traffic within the facility with a strategic balance of demand anticipation and immediate response times to yield a highly efficient and effective operation. Our goal is simple: Provide high quality and professional services for each member's visit that reflects well on the Kaiser Permanente organization.

Pierside Pavilion, Huntington Beach



The City of Huntington Beach is a major destination place with many activities that take place on a daily, weekly and seasonal basis. Modern Parking anticipated customer service demand and traffic management conditions for activities such as the US Open of Surfing, AVP Pro Beach

Volleyball, the weekly Farmer's Market and other events centered near the Huntington Beach Pier, as well as accommodated local restaurants, clubs, and bars. This anticipation included advanced and regularly scheduled meetings, employee customer service training, community outreach, validation management, ownership meetings, and district and retail association involvement.

D. Does your firm's experience include managing several lots concurrently? Are these lots within a 30-mile radius? If yes, please attach a description of this experience.

Modern Parking is a locally based company with headquarters in Downtown, Los Angeles, and a majority of our 154 managed locations are within Los Angeles County. Our significant presence in Los Angeles allows us to recruit, hire, cross-train and dispatch employees efficiently upon short notice.

Modern Parking has numerous clients for which we manage concurrent lots. For example, on the Westside, MPI manages three multi-facility garages for Culver City, concurrent medical office buildings in Beverly Hills, as well as hospitals including Marina Del Rey Hospital and Kaiser West Los Angeles Medical Center. In the Tri-City area of Pasadena, Glendale, and Burbank, MPI maintains approximately 26,000 parking spaces. MPI operates 10 multi-facility garages for the Cities of Pasadena and Glendale.

MPI works closely to manage these multi-facilities as "destination zones" in order to provide our municipal clients with maximum occupancy results. Our experience managing multi-facility operations has often resulted in significant streamlining of operations and net revenue increases, without sacrificing quality of service delivery.

The majority of the facilities operated by MPI benefit from augmenting tenant, monthly, and transient parking revenues by accommodating overflow parking demands that fluctuate with key adjacent activities and/or special events. The operations at the Paseo Colorado multi-facility garages, as an example, balances off-site convention center parking with the on-site retail/restaurant and theater demand. Precise planning and staff coordination result in positive customer experiences through the fluctuation in traffic demand during peak period activity.

MPI also has experience in collaborating with public agencies for professional services at public parking facilities that function as multimodal transfer points. We provide the management at the City of Pasadena's Del Mar Station parking facility, which provides customized service for Metro Gold Line passengers. We have also been working with the City of Pasadena for a number of years on potential improvements to provide convenient Fly-Away access to Los Angeles International Airport (LAX).

5) How many full-time employees does your firm employ? 445

Modern Parking, Inc. is a large, regionally-based, minority-owned company.

6) Company Organization Charts. Please note MPI's Organizational Chart on page 21.

7) Credit References. List at least three recent credit or financial references:

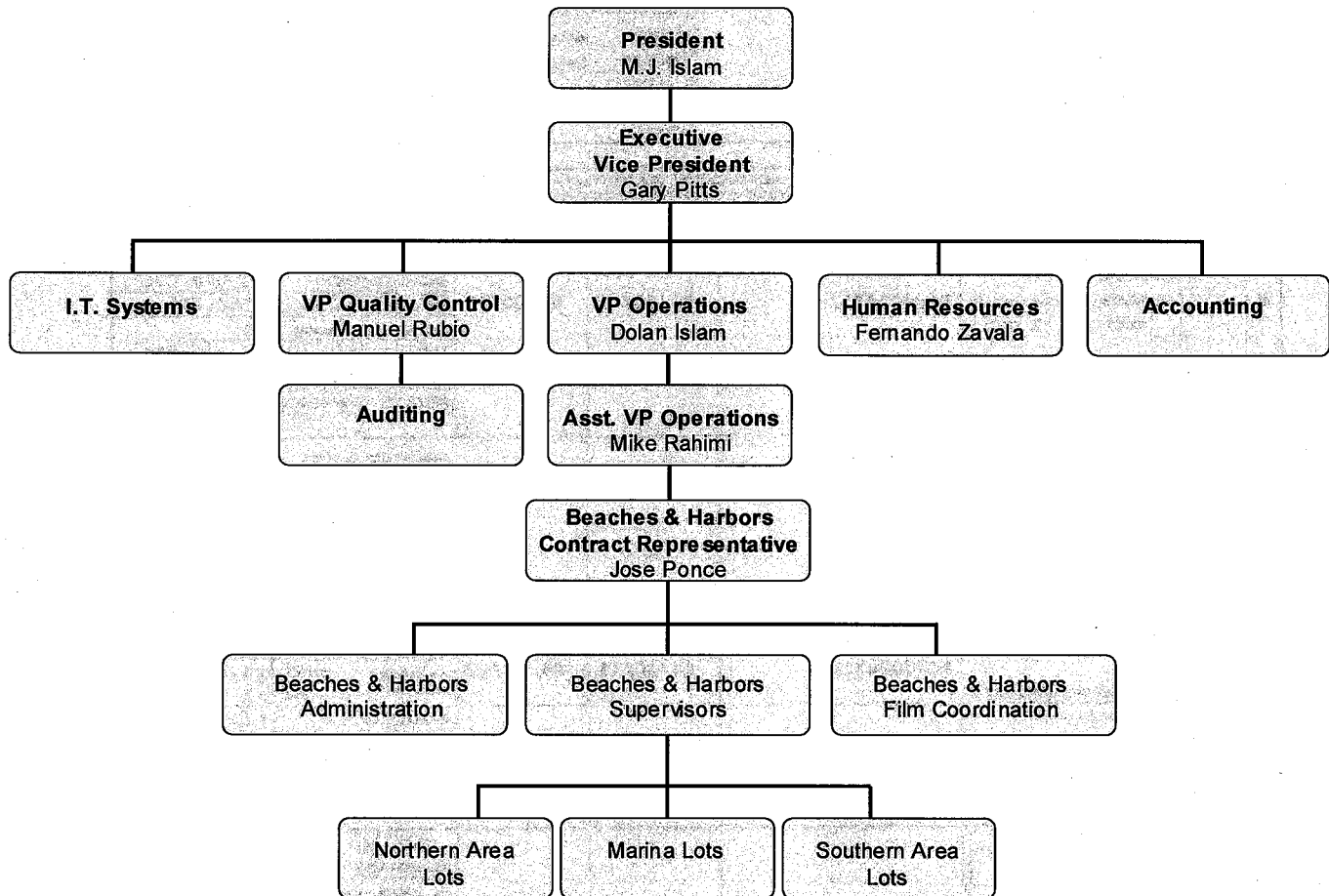
Name	Address	Business Relationship	Contact Person	Phone Number
Mutual of Omaha Bank	3281 E. Guasti Road, Suite 400 Ontario, CA 91761	Banker	Adam A. Russell, President Inland Empire Market	(909) 418-2525
Pacific Mercantile Bank	9720 Wilshire Blvd., Suite 100 Beverly Hills, CA 90212	Banker	Robert D. Davis, Senior Vice President	(310) 860-3002
Wells Fargo Bank	525 Market Street, 5th Floor San Francisco, CA 94105	Banker	Sandra L. Lambros, Vice President Business Relationship Manager	(415) 357-3343

8) Evidence of Insurability. Attach a letter of commitment, binder or certificate of current insurance coverage meeting the limits and other requirements of Section 2.25 of the Sample Contract.

Please note the pages 22 – 25 for Evidence of Insurability meeting the requirements as described in Section 2.25 of the Request for Proposals. Also included is evidence of ability to obtain a Performance Bond in the amount \$ 500,000, as indicated in Section 2.25.6.



Organization Chart
L.A. County Beaches and Harbors





CERTIFICATE OF LIABILITY INSURANCE

OP ID MS
MODER-2DATE (MM/DD/YYYY)
05/03/11

PRODUCER Alliant Insurance Services Inc 325 E. Hillcrest Drive, #250 Thousand Oaks CA 91360 Phone: 805-777-4770		INSURERS AFFORDING COVERAGE INSURER A: National Casualty/Scottsdale INSURER B: Scottsdale Insurance Company INSURER C: INSURER D: INSURER E:	
INSURED Modern Parking, Inc. 1200 Wilshire Blvd #300 Los Angeles CA 90017		NAIC # 41297	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO- JECT <input checked="" type="checkbox"/> LOC	BCS0024712	04/30/11	04/30/12	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BCS0024712	04/30/11	04/30/12	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> GaragekeeperLegal	BCS0024712	04/30/11	04/30/12	AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AUTO ONLY: AGG \$ 1,000,000
B	EXCESS / UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	XLS0074020	04/30/11	04/30/12	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below OTHER				WC STATU- TORY LIMITS \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

*10 days for non-payment.

CERTIFICATE HOLDER

EVIDENCE Evidence of Insurance Proof of Coverage in Force
--

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2009/01)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/26/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Seven Corners Insurance Services 400 Continental Blvd Suite 6006 El Segundo CA 90245 INSURED Modern Parking, Inc. 1200 Wilshire Boulevard Los Angeles CA 90017	CONTACT NAME: Seven Corners Insurance PHONE (A/C, No, Ext): (310) 426-2346 FAX (A/C, No): (310) 386-5996 E-MAIL: ADDRESS: PRODUCER CUSTOMER ID#: 00000024 INSURER(S) AFFORDING COVERAGE INSURER A: Alaska National Insurance NAIC # 38733 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
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COVERAGES **CERTIFICATE NUMBER:** WC 2011 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DEDUCTIBLE \$ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N N/A	WD31639	4/30/2011	4/30/2012	<input checked="" type="checkbox"/> NO STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

Evidence of Insurance

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

James Krampen/MICHIO

ACORD 25 (2009/09)
INS025 (2009/09)

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CERTIFICATE OF LIABILITY INSURANCE

OP ID MS
MODER-2

DATE (MM/DD/YYYY)

07/20/11

PRODUCER

Alliant Insurance Services Inc
325 E. Hillcrest Drive, #250
Thousand Oaks CA 91360
Phone: 805-777-4770

INSURED

Modern Parking Inc.
1200 Wilshire Blvd, #300
Los Angeles CA 90017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION
ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE
HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR
ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE**NAIC #**

INSURER A	National Union Fire Ins Co	19445
INSURER B		
INSURER C		
INSURER D		
INSURER E		

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING
ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED, OR
MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH
POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADDL LTR INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	<input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				MED EXP (Any one person) \$
					PERSONAL & ADV INJURY \$
					GENERAL AGGREGATE \$
					PRODUCTS - COMP/OP AGG \$
	GEN'L AGGREGATE LIMIT APPLIES PER POLICY PROJ LOC				
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS				
	<input type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY AGG \$
	EXCESS / UMBRELLA LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
					\$
	DEDUCTIBLE \$				\$
	RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU- DTH- TORY LIMITS ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N				E L EACH ACCIDENT \$
	(Mandatory in NH)				E L DISEASE - EA EMPLOYEE \$
	If yes, describe under SPECIAL PROVISIONS below				E L DISEASE - POLICY LIMIT \$
	OTHER				
A	Crime	017714520	04/30/11	04/30/12	Emp Theft \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER**CANCELLATION****EVIDENCE**

Evidence of Insurance
Proof of Coverage in Force

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION
DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30* DAYS WRITTEN
NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL
IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR
REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2009/01)

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Luci Pai
Account Executive Officer

Travelers
21688 Gateway Center Dr.
Diamond Bar, CA 91765
(909) 612-3601
lpai@travelers.com

July 21, 2011

Los Angeles County Department of Beaches and Harbors
13837 Fiji Way
Marina del Rey, Ca. 90292

Re: **Modern Parking, Inc.**
RFP No. DBH43

To Whom It May Concern:

It has been the privilege of Travelers Casualty and Surety Company of America to provide surety bonds for **Modern Parking, Inc.** With respect to bonding capacity, we would consider a bond for \$500,000.

Please note that the decision to issue performance and payment bonds is a matter between **Modern Parking, Inc.** and Travelers, and will be subject to our standard underwriting at the time of the final bond request, which will include but not be limited to the acceptability of the contract documents, bond forms and financing. We assume no liability to third parties or to you if for any reason we do not execute said bonds.

Travelers Casualty and Surety Company of America, a subsidiary of the St. Paul Travelers Companies, Inc., is a California Admitted Surety Insurer, is listed on the Federal Register Circular 570, and is rated an A+ (Superior) A.M. Best rated insurance company Financial Size Category XV (\$2 billion or more).

If you have any questions or need any additional information, please do not hesitate to contact me.

Sincerely,

Luci Pai

Luci Pai, Attorney-in-Fact
Travelers Casualty and Surety Company of America

- 10) **Financial Statements.** Attach copies of audited or reviewed financial statements for the most current and prior fiscal years (for example 2009 and 2008). Statements should include the company's current assets, current liabilities and net worth and at a minimum should include the Balance Sheet and Statement of Income. Do not submit Income Tax Returns to meet this requirement. Financial statements will be kept confidential if so stamped on each page.

Please see accompanying envelope marked **CONFIDENTIAL** for financial statements satisfying the requirements above.

11) **Additional Information.**

Please not the following pages for additional information about our company.

Signature: _____

Date: _____

Title: President

Additional References for Modern Parking, Inc.

Richard Bruckner

Director of Regional Planning
Los Angeles County
320 West Temple Street
Los Angeles, California, 90012
(213) 974-6401

Amir Sedadi

Assistant General Manager
Office of Parking Management
Los Angeles Department of Transportation
100 S. Main St., 10th Floor
Los Angeles, CA 90012
Phone: (213) 972-8470

Fred Dock

Director of Transportation
City of Pasadena
221 E. Walnut Street
Pasadena, CA 91101
(626) 744-6450

Joyce Amerson

Former Director of Transportation
City of Pasadena
City of Irvine, Public Works
P.O. Box 19575
Irvine, CA 92623
(949) 724-7504

Michael De Leon

General Manager
Developers Diversified Realty
Paseo Colorado
280 E. Colorado Blvd.
Pasadena, CA. 91101
(626) 795-8891

Diedre Baird

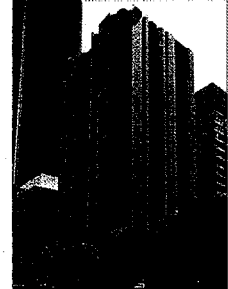
Senior Property Manager
Business Arts Plaza
3601 West Olive Ave., Suite 140
Burbank, CA 91505
(818) 843-0718

MPI's Portfolio of Services

Reflecting our philosophy of "Total Quality Management," and as a full-service parking management company, MPI believes our clients' needs are best addressed by offering a complete spectrum of services both directly and indirectly related to facility management.

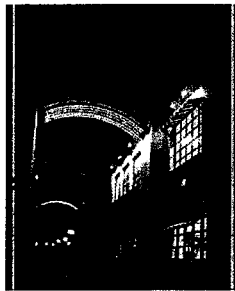
Parking Management Services

Parking management is the core service provided by MPI, and it represents 90% of our overall business. We offer a variety of parking management services tailored to address the specific needs of your operation including *self-parking*, *attendant-assisted*, *valet parking* and *special event* parking services. In addition to parking management services, MPI offers a complement of services including *shuttle buses*, *project consulting*, *parking facility services*, *parking facility refurbishing*, and *more*.



800 W. 6th St., Los Angeles

Self-parking



Paseo Colorado

This service is provided for a wide variety of parking situations ranging from small, outdoor surface parking lots, staffed by a highly-trained MPI parking attendant, to high-volume, multi-level parking complexes staffed by a team of attendants, cashiers, traffic directors, and on-site managers.

No matter what size parking facility your company has, MPI provides a custom solution to assure the parking associated with your business is managed seamlessly, efficiently, and profitably. But, most of all – it is managed in a professional manner that positively impacts the parking visitors of your business.

Attendant-Assisted Parking

This specialized service particularly addresses the needs of a parking facility that experience high-volume and/or high turnover of vehicles, and where the demand for parking often exceeds the number of actual marked parking spaces. A solution for this problem can be *tandem* or *stacked* parking, which relies upon the parking attendant for assistance.

Example A: A parking attendant can direct a visitor to park their vehicle in a tandem parking space. Once parked, the visitor provides their vehicle keys to an MPI attendant. The attendant can move and reposition the vehicle to accommodate other vehicles as conditions warrant.

Example B: A parking visitor stops their vehicle in a designated point – the parking attendant stack parks the vehicle for the visitor and maintains the keys. When the visitor returns, the attendant takes their parking ticket, collects the fee, and returns the vehicle keys to the visitor, who in turn, retrieves his or her own vehicle.



Valet Parking

MPI provides valet parking services for *restaurants*, *hotels*, *offices*, *medical centers*, *retail shopping*, *entertainment complexes*, and *special events*. Specially trained MPI attendants dressed in a crisp and clean white shirt, black pants, colored vest, and bowtie, greet all valet parking visitors in a friendly and

professional manner. (MPI can also customize the uniform to the project's specifications.)

When a valet parking visitor releases their car to our care, the visitor can be assured their vehicle will be in the hands of well-trained and supervised attendants. As part of our quality assurance program, Modern Parking does not subcontract, lease or franchise its valet parking services. All valet attendants and supervisors are direct employees of Modern Parking Inc.

Special Event Parking

Sometimes incorporated with our *valet parking services*, MPI provides parking services for your special events or meetings. From small, private gatherings such as *weddings, parties, and board meetings* – to major public events such as the *Pasadena Tournament of Roses Parade* and the *Toyota Grand Prix of Long Beach*, MPI is experienced at facilitating and managing special events of any size on a short or extended-term basis.

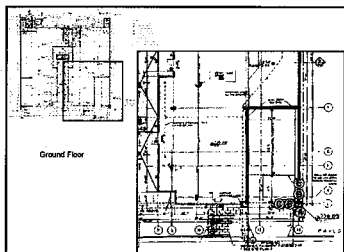
Shuttle Bus Service

Los Angeles, like all major cities, is facing an ever-increasing problem of traffic congestion, crowded streets, and a shortage of parking for employees, staff, visitors, and attendees to schools, churches, and public events. MPI *shuttle bus service* offers an orchestrated relief to the question: *"Where is everyone going to park?"* MPI's fleet of shuttle buses meets all scenarios with passenger capacities ranging from 8 to 25 seats. MPI has the solution – from small, private gatherings such as *weddings and parties* to large corporate events like *conventions, concerts and company parties*. MPI has shuttled major events held at the *Staples Center, Santa Anita Race Track, and Lake Avenue Congregational Church*, just to name a few. Let our trained and courteous shuttle bus drivers do the driving for you – just sit back, relax, take your eyes off the road, and enjoy your air-conditioned ride to and from your venue or business.



And for those employers, who pay all or part of their employee's monthly parking fees, ask MPI how we can reduce this monthly overhead for your business with our shuttle bus service!

Project Consulting Services



Teamwork! Scenario: You are starting a new project from the ground up, or revitalizing an outdated structure – and it takes a team of professionals and specialists to make your project a success. For your project you probably hire contractors, builders, architects, planners, exterior designers, interior designers, painters, plumbers, and etcetera. Then during the grand opening of your project you discover problems with parking your visitors' vehicles.

How did that happen? Your company hired a team of professionals, but someone overlooked the importance of adequate and efficient parking. That's where *our team of professional parking consultants* can help. MPI has a team of seasoned professionals who understand parking and how it impacts the success of your business or organization.

Although we would like to be there at the start of your project to avoid the above scenario, we can help with your parking woes after-the-fact too. We work with property owners, property managers, parking equipment vendors, contractors, and subcontractors to avoid the parking obstacles inherent of a new project, or the inherent problems of an existing parking facility. Just give us a call and have one of our parking consultants take a look at your project today.

Parking Facility Servicing

We offer an array of parking facility services that can help your company keep its parking facility in a welcoming state of appearance. We can arrange for services to maintain or repair parking facility equipment such as fee registers, ticket dispensers, gates, gate arms, wheel stops, and etcetera. We also have an excellent working relationship with many parking-related vendors to accommodate your facilities needs for signage, lighting, painting, lot sweeping, and more. We can coordinate and manage an approved repair or maintenance work order directly with each vendor, or we can facilitate the coordination of the vendor directly with you or a representative of your company.



Parking Facility Refurbishing

As an adjunct to *parking facility servicing* MPI can directly or indirectly assist your company with the larger-scaled project of refurbishing the entire parking facility. These services include lot resurfacing and repair, slurry coating, line striping, and more.

Additionally, our consulting staff is fully knowledgeable in the area of A.D.A. compliance and procedure (both State and Federal) in reference to parking and parking access for the disabled.

6. **Staffing and Work Plan (Form P-6)**

STAFFING AND WORK PLAN

1a. **STAFFING PLAN:** Please provide the requested information for staff, principals and subcontractors. Provide the names, experience, and responsibilities of those staff that will be responsible for supervising the Contract work. Attach each person's resume.

Position	Name	Experience	Responsibility
Contractor's Representative	Jose Ponce	25 years of experience in the parking industry; Management of over 4,700 spaces for the City of Pasadena; Interfaces with Pasadena City Management, retail ownership and stakeholders in long term planning, budget forecasting and daily operational strategies; Consults on standards of operation and revenue, equipment efficiencies, auditing, and compliance; Oversight of self park, valet and shuttle operations in conjunction with Pasadena Tournament of Roses Parade, Pasadena Convention Center, Art Center College of Design, and Paseo Colorado; Coordination of event services for the Valley Hunt Club; Experience meeting time standards during peak demand activity	Responsible for day-to-day execution of MPI's responsibilities; Available to County staff 24 hours per day; Meet weekly with County's Contract Administrator; Recommend areas for reducing staffing, automating or increasing staffing; Communicate with and assist County to accommodate adjustments in staffing and/or hours, temporary closures and repairs; Coordination with County to accommodate special event needs; Oversight of training program and coordination with Human Resources and Risk Manager to identify and incorporate site-specific training and emergency procedures, Responsible for inspections and oversight of quality control; Answer questions and resolve problems; Respond to emergencies; Log maintenance; Oversight and approval of all reporting; Oversight of film coordination and associated staffing adjustments
Supervisors (9)	Oscar Alvarez Richie DeMarco Arifur Rahman Lorena Gervasio Jim Thillman Juan Castillo Tomas Peniche Arturo Aguilar Steve Argueta	Each of our proposed supervisors has demonstrated exceptional operational skills in the workplace including consistent, superior customer service delivery, procedural compliance, staffing, monitoring, accurate reporting, meeting with and implementing requests of management, as well as efficient adaptability to fluctuations in customer activity, implementation of new equipment, and accommodating special events. All of our supervisors are effective communicators and meet regularly to discuss operational status and processes for improvement. All supervisors are adept at follow-through, and ensure all staff members receive on-going customer service, technical, and safety training.	Oversight of day-to-day operations of assigned facilities; Conduct on-site, on-going site-specific and safety training, Conduct scheduled and unscheduled inspections and prepare logs; Ensure staffing procedural and scheduling compliance, Monitor cash and short term meter collection; Verify cash counts, Respond to emergencies; Assist in staffing review and adjustment for events, holidays, filming, etc.; Attend regular meetings to review operations; Prepare reporting, ensure all reports are submitted according to County guidelines; Assist customers, answering questions and resolving problems; Communicate maintenance requests immediately upon inspection and discovery; Respond to County requests within designated time frame

Form P-6, Item 1a, Continued

Position	Name	Experience	Responsibility
Executive Vice President, Operations	Gary Pitts	With over 26 years' experience in the parking business, Mr. Pitts is recognized as one of the top performing parking management directors in the industry. His career includes experience in development, operations of commercial properties, and executive management of operations including over 150 parking locations including Hilton Burbank Airport, the Arco Towers, and the Wells Fargo Center in Los Angeles. Mr. Pitts has particular expertise in supporting the unique needs of public sector clients and high volume operations such as the Pasadena Tournament of Roses Parade.	Complete oversight of Beaches and Harbors operations team; Monitor CR performance and execution and compliance with contract requirements; Meet weekly with Contractor's Representative to review operations, reports, scheduling, anticipated fluctuations in demand, upcoming event/production activity, auditing, and areas requiring additional team attention; Monitor equipment acquisition, installation, and field implementation; Provide recommendations for operational efficiencies, equipment, and signage.
Vice President, Operations	Dolan Islam	With over 20 years of parking industry experience, and executive management of over 40 locations, Mr. Islam is experienced as the team leader for operations development for MPI. He has extensive collaborative experience with property managers and owners to define areas of service delivery improvement such as addressing transportation demand, management opportunities, shared parking prospects and the creation of successful validation programs. Mr. Islam is an expert in meeting the needs of property owners, property management, and municipalities.	Support the Executive Vice President of Operations in monitoring all areas of operational performance and contract execution. Provide immediate corporate support to Contractor's Representative and Supervisors; Meet weekly with Supervisors to review operations, reporting, site-specific issues requiring attention, customer service feedback, and ensure follow-through. Monitor on-site employee performance and recommend adjustments, if necessary.
Vice President, Quality & Revenue	Manuel Rubio	Working in the parking industry for over 25 years, Mr. Rubio is a highly respected professional in the conduct of parking operations audits, including cashier audits, monthly parking sales audits, key card audits, and unannounced inventories. He served many years as a lead executive for a major national parking firm, directing supply and demand assessments, financial feasibility reviews, and design of revenue control programs. Mr. Rubio is actively involved in professional parking organizations and is a contributing author for Parking Management, The Next Level, published by the International Parking Institute. Mr. Rubio has expertise in leading internal audit reviews that ensure internal control compliance with policies related to cash management and qualitative management control components. Mr. Rubio holds a Bachelor's degree in Business Administration.	Monitor and ensure procedural compliance in all areas of revenue collection and reporting; Complete oversight of all internal auditing; Comply with and facilitate 3rd party audits and Department requests such as surprise cash counts; Review of regular and monthly reporting; Oversight of lot shops and Field Office operations and reporting, including cash counting and reconciliation.

Form P-6, Item 1a, Continued

Position	Name	Experience	Responsibility
Assistant Vice President	Mike Rahimi	Mr. Rahimi has over 26 years of parking management experience, with particular expertise in parking management equipment, including implementation of new systems. He has provided executive level and supervisory management of varied municipal and public locations, with expertise with all parking services-related equipment. Mr. Rahimi has successfully facilitated parking and related services for many special events, including those at the Forum (with over 10,000 attendees), the Rose Parade in Pasadena (1,000,000 attendees) and the Long Beach Grand Prix (200,000 attendees), among others.	Assist both Executive Vice President and Vice President in monitoring operations; provide direct management oversight and corporate support to Contractor Representative; Support equipment installation, training, and implementation; Regularly conduct site inspections and make recommendations to improve operations; Oversee special event accommodation.

Please note resumes for the above team members of the following pages.

Jose Ponce

QUALIFICATIONS

- Management of 5 multi-facility structures and over 4,100 spaces for the City of Pasadena
- Coordination of City parking accommodation for the Annual Tournament of Roses Parade, including augmented shuttle and parking services for post-parade float viewing
- Orchestrates valet services and shuttle transportation for up to 1200 guests of the Art Center College of Design for numerous annual events
- Coordination of complex high-end valet and shuttle services for the Valley Hunt Club

WORK EXPERIENCE

Modern Parking, Inc., Los Angeles, CA
Senior Regional Manager, Pasadena

2002 - Present

- Oversight of self-park, valet and shuttle operations for City structures and special events for the Pasadena Convention Center, Tournament of Roses Parade, the Art Center College of Design, and Paseo Colorado
- Supervises scheduling, dispatch, and work performance of regional site manager, shuttle, and valet personnel
- Ensures compliance with measures for quality control; performs regular facility inspection
- Coordinates with city officials to accommodate large scale event parking and transportation needs
- Ensures customer inquiry reporting, resolution, and tracking and implements new processes, as needed
- Direct oversight of training, including site-specific customer services, emergency procedures, risk avoidance, and safety programs. Establishes site operating manuals.
- Markets parking facilities and makes recommendations for revenue enhancement
- Direct oversight of all elements of revenue and reporting

Standard Parking, Los Angeles, CA
District Supervisor

1987 - 2002

- Determines staffing times and requirements for the parking facility
- Supervise activities of the regional site manager, cashiers, attendants, and lot personnel
- Temporarily substitutes for staff missing due to illness
- Attends to parking visitors needs and resolves any customer conflicts
- Establishes operational procedures and publishes an operational manual
- Walks and inspects the parking facility on a daily basis, reports potential hazards to the facility owner/property manager
- Markets and operates the facility to maximize revenue

Century Parking, Los Angeles, CA
Cashier

1984 - 1987

- Processed tickets, fees, and daily revenue reconciliation according to procedures
- Completed regular reporting in MS Excel and Word
- Assisted customers with general questions, concerns, or complaints

Oscar M. Alvarez

Experience:

Modern Parking, Inc.

2001- Present

Parking Supervisor (Beverly Hills, Culver City, Mission Hills, Hollywood)

- Responsible for daily oversight of parking operations and staff of 25+ employees.
- Proficient in Microsoft Office.
- Review activity reports and make recommendations for changes and revisions.
- Responsible for the supervision of the work of all cashiers and lead attendants.
- Responsible for compliance with proper parking cash controls.
- Prepare and maintain a procedural manual.
- Schedule staff reviews, evaluations, and discipline.
- Collate information, maintain, and update list of vehicles.
- Prepare and conduct performance reviews.
- Participate in employee relations issues.
- Prepare weekly schedules for all parking employees.
- Responsible for preparing an income analysis on a monthly basis.
- Monitor maintenance of parking facility to minimize liability and exposure.
- Account for revenue collections, cashier reports and deposits on a daily basis.
- Responsible for handling all personnel issues and paperwork.
- Responsible for ensuring that all parking equipment works properly.
- Prepare weekly schedules for all parking employees.
- Responsible for the supervision of the work of cashiers.
- Responsible for ensuring our parking access system works properly.
- Responsible for ensuring proper parking cash controls.
- Responsible for successfully resolving complaints, disagreements or misunderstandings.

**Mrs. Fields Cookies
General Manager**

1989-2001

- Responsible for the supervision of all employees.
- Operate and maintain cashier system.
- Responsible for revenue deposit.
- Assign, delegate and schedule work.
- Plan and implement changes and to make recommendations on adjustments to policy.
- Maintain records and prepare periodic reports.
- Supervise, instruct and train subordinate and new employees.
- Responsible for hiring new employees.
- Responsible for maintaining inventory levels.

EXPERIENCE

**8/2012 - Present Modern Parking Inc.
Location Manager**

- Assists parking facility visitors
- Checks revenue control equipment for proper function
- Daily minor upkeep and minor cleaning of parking facility
- Ensure proper traffic flow inside parking facility
- Determines staffing times and requirements for the parking facility
- Attends to parking visitors needs and resolves any customer conflicts
- Walks and inspects the parking facility on a daily basis

**2010 Lawyer Solutions, Inc.
Paralegal Intern**

- Supported paralegal's day-to-day responsibilities
- Filed motions on behalf of superior
- Interfaced with clients, answered and directed incoming calls
- Provided administrative support with word processing and filing
- Prepared correspondence to clients

**3/2006 - 11/2008 Jamba Juice
Customer Service/Payroll Management**

- Interfaced with and served customers
- Responsible for overseeing payroll reporting and record keeping
- Ensured employee reporting compliance
- Assisted with customer inquiries or complaints

EDUCATION

Inland Valley University of Law

Arifur Rahman

Experience:

5/2010 - Present

**Modern Parking Inc.
Location Supervisor**

- Reconcile daily and monthly reports.
- Ensure professional customer service delivery.
- Make bank deposits and prepare daily and monthly sales report.
- Maintain parking facility free of hazardous materials to minimize company liability
- Ensure proper function of equipment and report problems.
- Report to the Regional Manager any known accidents, violations of Company policy, and/or take appropriate action.
- Inspect the garage to identify potential hazards and take appropriate action.
- Supervise the maintenance and repair of parking equipment and any general maintenance tasks as directed by Regional Manager.
- Responsible for keeping accurate the invoice systems with ski data system.

1/2007 – 3/2010

**Decorative Carpets
Manager, Samples**

- Processed and managed all purchase orders.
- Responsible for shipping, receiving, and tracking.
- Completed activity reports.
- Handled warehouse equipment and machinery.

2006

**Dodger Stadium
Usher**

- Greeted and assisted customers in finding seats.
- Inspected and monitored areas for safety.
- Provided ambassador assistance for additional customer inquiries.

EXPERIENCE

**Modern Parking, Inc.
Facility Manager**

2008 – Present

- Oversight of collection of daily and monthly revenue.
- Responsible for overseeing day-to-day operational compliance.
- Complete daily reports and register reconciliation.
- Walks and inspects the parking facility on a daily basis.
- Attends to customer needs, ensures a welcoming environment.
- Reports customer and equipment needs immediately to Supervisor.
- Maintains the facility for cleanliness and safety.
- Responsible for bank deposits.
- Responsible for sales, billing, and account receivables tracking.
- Interfaces with revenue control equipment to generate reports, troubleshoot minor malfunctions, and maintain operating efficiency.

**Modern Parking, Inc.
Cashier**

2003 – 2008

- Assists parking facility visitors to a parking stall
- Ensures a smooth traffic flow inside the parking facility
- Erects necessary barriers to direct parking facility traffic
- Inspects parking facility for anomalies
- Performs minor cleaning and upkeep (minor debris removal and the like) as directed by supervisor
- Collection of parking revenue
- Completes daily reports and register reconciliation
- Answers questions proposed by parking facility visitors
- Refers all complaints immediately to the supervisor's attention
- Maintains a clean environment inside the cashier's booth

Skills:

Proficient in Microsoft Word, Excel, and PowerPoint Software. Thorough familiarity with Amano McGann equipment and the Identocard System.

Jim Thillman

Experience:

6/2002 - Present

**Modern Parking Inc.
Location Supervisor**

- ✓ Deposit of daily revenue.
- ✓ Ensure professional and friendly customer interaction.
- ✓ Manage the day-to-day activities of the locations including supervising the day/evening cashiers.
- ✓ Ensure the completion and accuracy of daily and monthly reports.
- ✓ Process bank deposits and balance daily and monthly revenue.
- ✓ Auditing cashiers.
- ✓ Schedule staff and adjust it to low and high periods.
- ✓ Train employees.
- ✓ Supervise damage claims, disbursing petty cash and preparation of the annual budget.
- ✓ Report to the Regional Manager any known accidents; violations of Company policy, and/or take appropriate action.
- ✓ Inspect the garage to identify potential hazards and take appropriate action.
- ✓ As necessary find coverage and in emergency instances substitute for any operating position.
- ✓ Assist Regional Manager with other duties as needed.
- ✓ Engage in the development of the proper level of financial and operational goals.

6/1998 - 3/2002

**Tomra Pacific Recycling
Buyer Specialist**

- ✓ Interacted with clients to process recycling requests.
- ✓ Issued and logged receipts.
- ✓ Performed data entry and report processing.
- ✓ Reported daily activity to management.
- ✓ Assisted with staffing during absences.

Juan M. Castillo

Summary of Qualifications

Dedicated parking facility supervisor with over 6 years of experience in high-visibility locations such as Los Angeles County Beaches and Harbors and luxury hotels. Consistently delivers record-high levels of customer satisfaction and improved facility operations.

Modern Parking, Inc. Supervisor

7/2010 - Present

- Responsible for management of daily operations.
- Ensure thorough on-site training and procedural compliance.
- Monitors employee performance.
- Oversight of collections and reporting.
- Meets regularly with property representatives.
- Inspects facility daily to promote a safe and clean environment.
- Attends weekly meetings at MPI headquarters.
- Facilitates equipment installation and repair.
- Implements measures to increase monthly revenues.
- Recommends efficiencies to improve operations.
- Consistently promotes a customer friendly, welcoming facility.

Parking Concepts, Inc. Supervisor

2/2004 – 10/2009

- Responsible for oversight of day to day garage operations management.
- Supervised safe handling of cash and the timely deposit of cash throughout the location.
- Responsible for daily paperwork and reports completed by all staff members.
- Ensured tenant compliance with lease obligations.
- Oversight of payroll components and accurate reporting.
- Resolve all customer inquiries and concerns.
- Oversight of attendant reporting.
- Prepared monthly reports.
- Attended regular meetings
- Ensure the compliance off all company policies and procedures as stated in the Employee Handbook.
- Provided on-site training, including safety awareness.
- Assisted in meeting operational goals.

Skills: Fluent in Spanish and English
 Proficient in Microsoft Office software

Tomas Peniche

Modern Parking, Los Angeles, CA Location Manager

11/2007 - Present

- Assists parking facility visitors
- Checks revenue control equipment for proper function
- Daily minor upkeep and minor cleaning of parking facility
- Ensure proper traffic flow inside parking facility
- Determines staffing times and requirements for the parking facility
- Attends to parking visitors needs and resolves any customer conflicts
- Walks and inspects the parking facility on a daily basis

Standard Parking, Los Angeles, CA Location Supervisor

6/1989 – 7/2007

- Directed parking facility visitors to parking stalls
- Ensured smooth traffic flow inside the parking facility
- Erected necessary barriers to direct parking facility traffic
- Inspected parking facility for anomalies
- Performed minor cleaning and upkeep (minor debris removal and the like) as directed by supervisor
- Collection of parking revenue
- Completed daily reports and register reconciliation
- Answered questions proposed by parking facility visitors
- Refereed all complaints immediately to the supervisor's attention
- Maintained a clean environment inside the cashier's booth

Arturo Aguilar

Experience

Modern Parking, Inc.
Facility Manager
Lead Cashier

1/2008 - Present
1/2005 – 1/2008

- Responsible for management of daily operations.
- Ensure thorough on-site training and procedural compliance.
- Monitors employee performance.
- Oversight of collections and reporting.
- Meets regularly with property representatives.
- Inspects facility daily to promote a safe and clean environment.
- Attends weekly meetings at MPI headquarters.
- Facilitates equipment installation and repair.
- Implements measures to increase monthly revenues.
- Recommends efficiencies to improve operations.
- Consistently promotes a customer friendly, welcoming facility.

Automac Parking
Cashier

1/2003 – 1/2005

- Assisted parking facility visitors to a parking stall
- Ensured a smooth traffic flow inside the parking facility
- Erected necessary barriers to direct parking facility traffic
- Inspected parking facility for anomalies
- Performed minor cleaning and upkeep (minor debris removal and the like) as directed by supervisor
- Revenue collections
- Completed daily reports
- Assisted customers with inquiries
- Referred any complaints immediately to the supervisor's attention
- Maintained a clean environment inside the cashier's booth

Automate
Cashier

3/1997 – 1/2003

- Collection of parking revenue
- Performed minor maintenance as directed by supervisor
- Completed daily reports and register reconciliation
- Answered questions proposed by parking facility visitors
- Refers all complaints immediately to the supervisor's attention

Steve Argueta

EXPERIENCE

Modern Parking, Los Angeles, CA Location Manager

8/2009 - Present

- Determines staffing times and requirements for the parking facility
- Attends to parking visitors needs and resolves any customer conflicts
- Walks and inspects the parking facility on a daily basis
- Assists parking facility visitors
- Checks revenue control equipment for proper function
- Daily minor upkeep and minor cleaning of parking facility
- Ensure proper traffic flow inside parking facility

Crystal Valet, Los Angeles, CA Valet Attendant

8/2009

- Received and inspected customer vehicle
- Ticket issuance
- Proper handling and driving of customer vehicle
- Reconciled valet fees
- Completed daily reports and inventory logs
- Attended valet attendant safety and customer service training

U.S. Government Census Bureau Field Representative

9/2008 – 5/2009

- Informed community regarding Census facts and goals
- Interfaced with community residents to obtain Census data
- Compiled data for report to superiors

EDUCATION

California State University, Long Beach

GARY PITTS

Modern Parking, Inc., Los Angeles, CA
Executive Vice President

2/1999 - Present

Mr. Pitts serves as Executive Vice President at the Los Angeles Corporate Offices of Modern Parking. His daily activities include meeting with business clients and property owners as well as interfacing with perspective new clients and business leaders in the real estate market. He also works with corporate operations staff to coordinate new business, changes in existing operational models, and programs that increase net revenues and enhance customer service programs.

MPI has doubled its growth since Mr. Pitts joined the firm and has been able to engineer an increase in diversification that includes commercial, municipalities, hospitality, medical, airport, valet and special event interests. His client interest includes participating in hospital foundation events, multiple chambers of commerce functions, and Asian Business League sponsorships.

Mr. Pitts maintains strong relationships with clients, customers, and MPI staff members. He is involved on various fronts of revenue equipment purchases, installation, and coordination of customer and function applications. Transportation programs are of special interest as his background includes shuttle route start-ups and assumption of existing programs. He orchestrated the off-airport transportation program for Laurel Airport Travel in San Diego.

Public works have been a focal point of growth over the last 7 years, and Mr. Pitts maintains strong relationships with Culver City, Pasadena, and Glendale City management. He ensures that all municipal contract commitments are delivered and within budget by MPI and has been able to extend contract terms through the assistance of reducing operational and management fees to each entity.

Mr. Pitts' strategy is to promote employees within the organization, provide strong customer service training to the MPI staff of over 600 members, and provide employee direction that promotes quality and integrity.

Century Parking / Standard Parking, Los Angeles, CA
Senior Vice President

4/1986 - 1/1999

Mr. Pitts initiated his service as Parking Director of Wells Fargo Center in Los Angeles. He managed parking and shuttle services for this 2 million square foot property with oversight of 60 employees. He was able to manage the property with a revenue oversell factor of 40% during the peak period with a strong commitment and direction of the staff of valet attendants, cashiers, auditors, supervisors and vehicle drivers.

(Resume continued on next page)

Promoted to General Manager after 1 year of service to manage 120 properties, Mr. Pitts assumed operations for many of the high rise properties in downtown Los Angeles including US Bank Tower, Gas Company Tower, and the Ernst and Young Center. His ability to provide leadership and generate loyalty among staff preserved management contracts with clients over long term periods.

Mr. Pitts directed his operations teams in the management of revenue control systems, tenant invoicing, accounts receivables, and collection processing. He worked closely with corporate accounting in client statement accuracy and monitored payroll cost for limiting labor cost overruns. During this period of his parking career, Mr. Pitts served as the Chairman of the Parking Association of Southern California.

Ampco Parking, Los Angeles, CA
Arco Towers Parking Director

3/1984 - 3/1986

Mr. Pitts joined Ampco Parking in 1984. He managed the Arco Towers and J-2 parking facilities. His experience in this position included servicing valet, self-park, and gas service and repair. His team of 35 staff members provided first class service to tenants such as Arco, Bank of America and the Bonaventure Hotel.

He directed tenant invoicing, revenue control systems, accounts receivables and payroll processing. Mr. Pitts was also responsible for fuel inventory and purchase, auto parts orders, and auto service quotes. He coordinated on-site parking for the 1984 Olympics events as well as many functions and special events of the Bonaventure Hotel.

Modern Parking, Inc.

Vice President, Operations

1994 - Present

Mr. Islam is responsible for direct oversight of MPI's district supervisors, valet and shuttle services, as well as operations for over 40 locations including municipalities, mixed-use, and "class A" office buildings. Known for his ability to understand the needs of his clients and streamline revenue while maintaining a superior level of service, Mr. Islam's expertise has been exemplified with cost savings and revenue increases by as much as 30% for clients such as the City of Pasadena, 550 N. Brand and the Nestle Building.

Particularly adept at handling high volume operations, Mr. Islam is responsible for shuttle services for the Los Angeles Unified School District, Art Center College of Design, and Bank of America, as well as services in conjunction with the Tournament of Roses Parade, the Long Beach Grand Prix, and L.A. Live/Staples Center events. Additionally, Mr. Islam maintains oversight of airport shuttle operations for Custom Hotel and Laurel Travel Center off-airport parking in San Diego.

Known for his abilities with issue resolution, Mr. Islam monitors comments, complaints, and inquiries by both clients and customers, ensuring matters are resolved in the most timely, efficient manner possible. He explores and initiates ways to evolve the services of Modern Parking in order to maintain permanent resolution to such matters.

Committed to consistent and ongoing communication with his clients, Mr. Islam oversees the preparation of regular reporting and continually offers recommendations to improve the quality of and streamline operations. A component of such quality is ensuring field staff is receiving thorough and ongoing customer service and safety training. Mr. Islam also frequently acts as liaison between clients and municipal interests such as the Los Angeles Department of Transportation.

Century Parking, Inc.

District Supervisor, City of Pasadena

1988 – 1994

Beginning his career in parking as a cashier in 1988, Mr. Islam quickly advanced to become District Supervisor in 1991. As supervisor, Mr. Islam had many notable accomplishments, such as:

- Orchestration and initiation of a paid parking system to generate an annual parking revenue exceeding six figures for 100 S. Los Robles.
- Management of valet program of 10 valet attendants at 200 S. Los Robles consisting, resulting in a significant reduction in claims and an increase in revenue and customer satisfaction.

Memberships and Associations

Pasadena Chamber of Commerce
BOMA International
Culver City Chamber of Commerce
Long Beach Business District

Education

Bachelor of Science, Business, Chittagong City College, Bangladesh

MANUEL RUBIO

Modern Parking, Inc., Los Angeles, CA
Vice President – Quality and Revenue

5/2007 - Present

Mr. Rubio serves as Vice President of Quality and Revenue. He is responsible for the internal audit department of Modern Parking. The department performs a variety of audits including cashier audits, monthly parking sales audits, key card audits and unannounced inventories. In addition to performing audits, Mr. Rubio is in charge of updating the standard operating procedures used by the operations department and is also in charge of conducting operations training sessions for supervisors and location managers.

Walker Parking Consultants, Burbank, CA
Managing Principal

4/1997– 5/2007

Mr. Rubio served as Managing Principal for the Burbank office of Walker Parking Consultants. His duties included overseeing the day-to-day operations of the office including workload planning and revenue forecasting, and was responsible for the office budget. In addition to his management duties, Mr. Rubio had an active role in all audit projects performed nationwide for the firm. He also worked on parking supply/demand studies, financial feasibility studies, operations audits, parking rate studies, and revenue control studies.

Private sector clients include Cushman & Wakefield, CB Richard Ellis, Shorenstein Realty, Simon Properties, and Brookfield Properties. Public sector clients include City of Los Angeles, City of Santa Monica, City of Minneapolis, Community Redevelopment Agency of Los Angeles, County of Los Angeles and Union Station Redevelopment Corporation (Washington DC). In addition to the above clients, Mr. Rubio has also provided auditing services to several parking operators included Ampco System Parking, Standard Parking, Five Star Parking and Parking Concepts.

Mr. Rubio authored a chapter entitled "*Basics of Auditing*" in the book *Parking Management – The Next Level*, a publication by the International Parking Institute. He has also been invited to speak at several parking conferences on the topic of parking auditing.

William Francis & Associates, Burbank, CA
Vice President

1/1992 – 4/1997

Co-owner of a parking consulting firm that provided operations consulting to clients in the Los Angeles area, as well as clients in Northern California and nationwide. Project types included parking supply/demand studies, financial feasibility studies, operations audits and parking rate studies. WF&A was purchased by Walker in 1997.

Mike Rahimi

Modern Parking, Inc. Los Angeles, CA

Assistant Vice President

6/2005-Present

- Responsible with assisting district managers with day to day operations including conducting weekly operation meetings, client and customer relations, implementing company policies and procedures, budgeting, special events, employee relation, auditing, and etc.,.
- Work closely with property managers, ownership groups, vendors, consultants and local government agencies. Prepare proposals and perform presentations for potential clients and ownership groups.
- Familiar with different types of equipment including Skidata, Amano McGann, Datapark, Secom, Integrapark, Parcomate, Dsx Access Control and Federal APD equipment.
- Receiving bids from vendors including signage, graphics, pressure washing, sweeping, restriping, new equipment installations, fire testing, and etc.,.
- Overseeing a number of company locations including Paseo Colorado in Pasadena.
- Assisting the district managers in preparing budgets, variance reports, and lease allocations.

Operations Manager

5/2000-6/2005

- Directly Responsible for the management and operation of over 15 parking facilities in Southern California, including retail, high-rise, and multi-use properties, with gross annual revenues of \$10 million and a combined staff of over 80 employees..
- Responsible for administering Human Resource policies and procedures and performing manager evaluations and salary reviews. Oversee training and development of Personnel, including customer service, safety, and management training programs, and assist with new employee orientation.
- Prepare annual parking budgets, monthly variance reports, and review monthly landowner statements.
- Responsible for large special events and projects, including the Long Beach Grand Prix and Rose Parade in Pasadena.
- Overseeing the installation, implementation and maintenance of revenue control equipment as well as equipment upgrades, paint and graphics installations, and parking layout re-designs.

Ampco System Parking, Los Angeles, CA

Facility Manager

4/1995-5/2000

- Directly responsible for the parking operation at Citicorp Plaza in downtown Los Angeles, \$3 million in annual revenues and a staff of up to 25 employees. Responsible for cashier, security, engineering, janitorial, elevator maintenance, and garage lighting.
- Implemented various projects, including MTA bus pass/Metrolink pass sales, regular landscaping maintenance, security bicycle patrolling and monthly elevator testing.
- Implemented parking improvement projects, including the installation of new revenue control equipment (Amano/McGann), graphics, lighting, and striping.
- Responsible for all accounting, bookkeeping, banking, sales reconciliation, budgeting and financial statements as well as staffing, scheduling and training.

Century Parking, Inc., Los Angeles, CA
Facility Manager

1986-1995

- Responsible for the parking operation at the Wells Fargo Center/KPMG Tower in downtown Los Angeles, \$12 million in annual revenues and a staff of up to 80 employees. Responsible for cashier, attendant, three valet stations and the shuttle bus operation.
- Accountable for revenue, expenses, budgeting, staff, and MTA transportation pass sale.
- Responsible for large special events, including the four major restaurants, the City club, providing parking services for IBM employees and coordinating of the shuttle services events.
- Recruited, interviewed, and trained employees and established operational procedures and safety programs for parking staff and the shuttle bus drivers.

EDUCATION

Master of Science, Industrial Management, Northern Illinois University, Dekalb, Illinois
Bachelor of Science, Business Administration, Gillan College of Management, Iran

1b. PRINCIPAL OWNER(S) OF PROPOSER'S ORGANIZATIONMohammed J. Islam

Embodying the MPI ethos of dedication, Islam's career has spanned 26 years and every facet in the parking industry. Founding MPI in 1994, Islam has successfully led the company from start-up operations. Today MPI is one of the top three parking management companies in Southern California with one of the most experienced, committed and stable management teams in the industry.

Mr. Islam's brings extensive experience in the management of parking operations and has guided the company's activities at over 150 locations including major hotels, municipal facilities, hospitals, retail centers, entertainment centers, and office buildings. MPI works closely with all its clients to assure customer satisfaction. In the case of public parking services, MPI ensures that operations are closely integrated with our clients' overall transportation operations.

1c. IDENTIFY PARTNERS/SUBCONTRACTORS

Principal	Firm Name	Relationship to Proposer	Specialty	Address	Phone
Eric Loysen	Amano McGann, Inc.	Subcontractor/Supplier	Parking Equipment Systems	22619 Old Canal Rd. Yorba Linda, CA 92887	(714) 282-3551
Tina Elderder	Curcio Enterprises	Subcontractor/Supplier	Signage Production	8977 Glenoaks Blvd., Sun Valley, CA 91352	(818) 771-1900
Louis Perry	Kadima Security Services	Subcontractor	Security	660 S. Figueroa St., Suite 1880, Los Angeles, CA 90017	(213) 688-3029

1d. ADDITIONAL EMPLOYEES: Provide the job titles and number of employees (other than supervisors identified in 1a) who will be responsible for complying with the Contract requirements.

Please note Table P-6, Item 1d on the following page:

Title	Number	Responsibilities
Film Production Coordinator	1	Coordinate, schedule, log, monitor, and report all filming activity; Meet and negotiate space considerations; ensure all appropriate documentation including contracts, permitting, and insurance requirements are met on behalf of the County and MPI; Assign and/or adjust staffing, as necessary; ensure staffing is present at beginning and ending of permit times; maintain records of events and submit per County guidelines; Control and record disbursement of keys, canisters, and change funds.
Money Counter	2	Perform independent cash counting and reconciling of revenue with car counts and tickets issued.
Field Office Clerk / Receptionist	1	Staff field office from 8:00 a.m. - 5:00 p.m., 7 days per week; perform administrative and clerical duties including monitoring / forwarding of calls per procedural time frames, selling parking passes, responding and reporting/logging customer inquiries and/or complaints; responding to filming inquiries as directed by Film Coordinator.

Table P-6, Item 1d: Additional Employees

2. APPROACH TO CONTRACT REQUIREMENTS:

- a. Parking Lot Operations. Please provide a narrative of your plan to effectively manage the Parking Lots in accordance with the Statement of Work, Section 6.0. Discuss your familiarity with issuing operating notices and procedures, ability to monitor film companies, scheduling of staff to open/close Parking Lots and ability to assist in enforcing parking ordinances.**



Modern Parking has the experience and capacity to perform the specified scope of work and is prepared to professionally operate and manage the Los Angeles County of Beaches and Harbors' parking lots identified and located between Nicholas Canyon and White Point-Royal Palms.

Modern Parking employees will be trained in the services required for each of the parking facilities and scheduled in accordance with the specified performance requirements of Exhibit 4, as noted in the following pages in Item P-2c. MPI will work closely with the County's Contract Administrator in order to provide adequate and efficient work force levels. Proper staffing and County approved records and reporting shall accompany invoices as described in Section 6.2.3. Our supervisors and attendants will properly meet the staff openings/closings.

Our policies for managing parking lots require establishing written operating procedures that outline employee responsibilities and duties. Operating procedures specific to each parking facility provides assurance that supervisors and attendants are able to execute the job requirements with consistency and a uniformed approach.

Modern Parking will establish written operating procedures and facility notices that will provide, but will not be limited to, the following:

- Use of receipt issuance devices, including revenue collection, reports and customer application
- Monitoring, collection, revenue report generation for pay and display use
- Monitoring, collection, revenue report generation for parking meters use
- Use and procedures for cash canisters and sequential control numbers
- Recording electronic car counters
- Supervise revenue collections including double custody procedures for issuance of change funds, petty cash and facility keys to parking staff
- Providing accurate daily revenue reports including ticket numbers, automated machine receipts, revenue collections, vehicle counts, collection recordings, counter totals, and all other pertinent sequentially numbers articles
- Encourage staff to make use of all available spaces
- Communicate information to the Department regarding maintenance, repair and security concerns in a timely manner
- Monitoring signs and equipment for graffiti control and providing replacement signs and gate arms based on County specifications
- Enforcement of instructions and applications

Film companies that are authorized to use parking lots will be monitored by MPI staff. A uniformed parking employee will be present at the beginning and end of each permit time and monitor activity during the film company's use period. Violations or compliances issues caused by the films company in the use of the lots, including blocking of aisles, pay devices or ADA spaces will be immediately reported to the County. A detailed description of our operating procedures for film production is included below.

When authorized by the Department, the staff assigned and scheduled at parking lots will ensure that all gates or chains are properly opened/closed or locked in accordance with the hours specified in Exhibit 2. In the event the County should elect to proceed with the opening, closing and locking of restrooms as specified in Exhibit 7, Modern Parking will assign these duties to team assigned to the requirements. We will provide procedures that provide driving directions, timing requirements and site specific information.

Revenue collection is an important function of service. We will train staff in the use of the new handheld control devices, including reporting requirements. Monitoring customer use and payment status by direct vehicle inspection provide additional support for revenue collection. Parking enforcement procedures will be implemented as part of the attendant job duties (see section 2c). The

overall goal is to provide effective enforcement with all available resources and Modern Parking is committed to quality revenue control and maximizing collections. Staff members that duties include collection of revenue from automated pay stations and meters will review facilities for customer violations, when time permits. Staff members will also be efficient in reporting any automated machine malfunctions as they service the facilities. Modern Parking recognizes that effective operations require machines that are reliable, and customers can easily use.

Equipment Proposal

Modern Parking has reviewed proposals from Amano McGann and T2 for the purchase of 25 hand-held wireless devices. The specifications for both products appear similar for the intended use. We are flexible in the purchase of either, but have more experience in working with the Amano product line.

The purchase of the 25 Amano receipt issuance devices connecting to IBM servers should provide an adequate solution in replacing the KIS system currently in place. The credit card application will provide customers with an expanded and convenient payment option.

Modern Parking has purchased and maintained many revenue systems over the years and is prepared to allocate capital resources in the estimated base amount of \$ 280,000 to launch the system's use at the County's Beaches and Harbors facilities. Our program for implementing the system includes amortizing the system cost over a 60-month period. We understand that the County is under no obligation to purchase the system.

MPI corporate IT personnel are capable in providing the logistics and support for maintaining the Amano system's use. We have expensed the amortized cost of the equipment and wireless connection requirements (wireless cell cards) in our Form P-1. We are prepared to setup, test and implement the system upon award of contract. System training will be conducted in the field for each supervisor and attendant prior to full operation. Procedures will be developed specific to the unique operational and maintenance features of the devices and system. Our operations team is highly experienced with sophisticated automated revenue systems that manage services at multiple properties.

Please note **Appendix A** for detailed information about the Amano McGann Wireless System and accompanying quote/proposal for MPI purchase.

Procedures for Film Production, Beaches and Harbors

Modern Parking will designate a full-time Film Coordinator to properly facilitate production activity and ensure procedural compliance at the Los Angeles County Beaches and Harbors parking facilities. Our corporate area supervisor, Mr. Al Arauz, has over 20 years of experience working with the film production industry and has strong working relationships with studios and production companies. He will assist the assigned Film Coordinator in duties and business relationships. Our team will provide the County with the same professional production service management that has proven successful during our many years of parking management.

Scheduling and Monitoring

Modern Parking will be responsible for reserving, logging, and reporting to the County production usage of parking areas by production companies. The Film Coordinator will ensure events are authorized, appropriately permitted and monitored by trained MPI staff. Such monitoring will include

MPI staffing presence during production hours, and importantly, at the beginning and ending of permit times as specified in the Request for Proposal's Statement of Work, Section 6.4.1.

MPI management will notify the Department of circumstances of non-compliance pertaining to production use, such as those associated with inappropriate blocking or unauthorized interference with normal traffic conditions. Any unauthorized production will be immediately reported and appropriate action will be taken per County guidelines.

The Film Coordinator will be responsible for meeting, reviewing needs and areas of interest, and negotiating with production scouts and representatives. All production events, whether staging, storage, or actual filming on or around lots, must be authorized by the County and negotiated under terms and specified rates that may be in place under County approved programs. The Contract Representative must be aware of all active events. Any event that is negotiated by MPI representatives must be authorized by County representatives prior to finalization. All filming and production activity will be clearly documented and reported, and MPI offices will maintain and store associated permits, contracts, and evidence of insurance.

Pricing

Modern Parking's current pricing procedures take into consideration variables including the size and scope of a production (commercial, major motion picture, student film, etc.), whether or not actual filming takes place on the property, and seasonal factors. Such factors are negotiated under terms relative to market conditions. For Beaches and Harbors, we believe specific rates applied must represent the winter or summer conditions and reflect no less than the maximum charges for any represented facility's rate structure. If awarded contract, MPI will meet with County representatives in order to receive a clear understanding of and comply with guidelines specific to Beaches and Harbors.

Film companies generally do not request a specific amount of spaces in a parking structure, but an area that best represents their needs. Based on this request, parking management and the Film Coordinator will look to apply blocks of spaces to the user and calculate the applicable revenue rate increment based on the maximum number of spaces within the block. Spaces are blocked in groups of 25 through the first 100 stalls, and thereafter in groups of 50. The following table represents an example of this process based on a request of 201 – 250 spaces:

Space Count		Amount Chargable	Rate	Total
Minimum	Maximum			
1	25	25	\$ -	\$ -
26	50	50	\$ -	\$ -
51	75	72	\$ -	\$ -
76	100	100	\$ -	\$ -
101	150	150	\$ -	\$ -
151	200	200	\$ -	\$ -
201	250	250	\$ 8.00	\$ 2,000.00
251	300	300	\$ -	\$ -
301	350	350	\$ -	\$ -
351	400	400	\$ -	\$ -

Table 3: Production Price Determination

Parking management will take all space into consideration for calculating parking fees, such as aisles and areas not intended for parking. For example, if accommodating an area for a 45' truck, we must evaluate both the length and space required on each side of the vehicle:

$$45' \text{ Truck Length} / 8' \text{ Standard Stall Length} = 5 \text{ Spaces} \times 2 \text{ Stalls' Width} = 11 \text{ Spaces}$$

Staffing

Staffing and monitoring is an essential part of MPI's responsibility. A qualified, trained MPI representative must be available and present at all times, including the beginning and end of each permit or contract period. If the facility is staffed with existing personnel, there may not be a need for the production company to compensate MPI for an additional labor cost. This need depends on existing staffing and size of the production.

For production events at lots without existing staffing, the following rates will apply as part of the production expense:

Attendant: \$ 25.00 per hour, 4 hour minimum

Supervisor: \$ 33.50 per hour, 4 hour minimum

For the opening and closing of the parking facility, the supervisory hourly minimum may be reduced to 2 hours, depending on overall operating conditions.

Insurance/Indemnification

Insurance must be presented to MPI and approved by our contracts administrator prior to the start of production, and must meet minimum requirements as outlined by both the County and Modern Parking. Both parties must always be included as additional insured. Please note an example of required documentation on page 59.

Contract Requirements

Modern Parking will ensure contract requirements and appropriate provisions are met per County guidelines and insurance criteria. Copies of all documents including associated insurance certificate and permitting will be maintained by MPI and forwarded for County records. Under certain circumstances, the County may wish to have prior approval of contract terms. All conditions and requirements will be clarified prior to the start of operations.

MPI generally maintains cancellation provisions of 24 hours, or of sufficient time to ensure minimal loss of standard operational revenue. Modern Parking's standard production lease agreement stipulates that the rented site must be rendered in its original condition upon completion of shooting and, depending on the scope of production (pyrotechnical effects, etc.), may require a deposit. Contracts will contain County-specific provisions for cancellations, property damage, and circumstances for deposits, if any.

A sample MPI production contract may be viewed on page 60.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/24/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Roeder Moon Agency 10801 Garland Rd. P.O. Box 180489 Dallas TX 75218-0489	CONTACT NAME: PHONE (A/C, No, Ext): 214-324-3700 FAX (A/C, No): 214-328-1906 E-MAIL ADDRESS: jeff@roedermoon.com PRODUCER CUSTOMER ID #: 5284
INSURED Three-One-O, Inc. 4151 Redwood Ave., Suite 310 Marina del Ray CA 90066	INSURER(S) AFFORDING COVERAGE INSURER A: Union Standard Lloyds Ins. Co. NAIC # 43435 INSURER B: Great Divide Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 1573960575

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			CPA1008697	10/1/2010	10/1/2011	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			CAA1008698	10/1/2010	10/1/2011	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE \$ RETENTION \$			CUA 2002498-10	5/13/2011	5/13/2012	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WCA1008699	10/1/2010	10/1/2011	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The Certificate Holder is included as an Additional Insured, but only as respects to claims arising out of the negligence of the Named Insured.

CERTIFICATE HOLDER**CANCELLATION**

Modern Parking, Inc. GH Palmer and Associates 1200 Wilshire Blvd., Suite 300 Los Angeles CA 90017	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

ACORD 25 (2009/09)

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Example: Production Insurance Certificate

RENTAL AGREEMENT

AGREEMENT made on this 5 day of July, 2011, by and between MODERN PARKING, INC., located at 1200 Wilshire Boulevard, Suite 300, Los Angeles, CA 90017, hereinafter referred to as the MANAGER, and BISCUIT FILMWORKS, located at 7026 Santa Monica Blvd., Hollywood, CA 90038, hereinafter referred to as the RENTER.

The MANAGER agrees to rent 30,000 square feet at 710 South Grand on Saturday July 9, 2011 to RENTER for the purposes of storing equipment at the following locations:

710 South Grand (Premises)
Los Angeles, CA 90014

For the period beginning Saturday July 9, 2011 from 5:00 am to 10:00 pm on the same day.

In consideration of the rights hereinabove granted, RENTER shall pay to MANAGER the sum of \$ 3,750.00 (Three thousand seven hundred fifty dollars and no cents) .

RENTER shall furnish MANAGER with a certificate of insurance in an amount not less than \$5,000,000 (Five million dollars) naming MANAGER and OWNERS (Thermo Grand Ave. LLC) as additional insureds. RENTER shall provide the payment of rent, in full, prior to the above-mentioned starting date. All payments hereunder should be made payable to Modern Parking Inc., 1200 Wilshire Blvd. Suite 300, Los Angeles, CA 90017.

RENTER agrees to remove any trash or debris before vacating the Premises and to return the Premises to its condition as when received by RENTER, ordinary wear and tear excepted. MANAGER reserves the right to deny additional usage of Premises (in addition to the rights herein granted), due to previous commitments to monthly/daily or other clients.

The Premises is provided on an as-is basis, and MANAGER and OWNER have made no representation as to the fitness of the Premises for the purpose contemplated hereunder, and RENTER warrants that it has inspected the Premises and it has determined that the Premises is suitable for the intended use. RENTER shall assume all liability for any occurrences whatsoever which may occur during its occupancy. MANAGER and OWNER shall have no liability therefore. RENTER, its agents, employees, actors, contractors, invitees, and all third parties enter on the Premises at their own risk. MANAGER and OWNER make no provision for the safety and security of persons upon and around the Premises and shall have no liability therefore.

RENTER, its agents, successors, and assigns and shall indemnify and hold harmless MANAGER and OWNER, jointly and severally, from any and all loss or liability on account of any damage to property, or injury or death to persons, and from all losses, claims and demands whatsoever, including, but not limited to, those of its employees, actors, contractors, invitees or any third parties, which may result in any way from Renter's occupancy or use of the Premises.

Both MANAGER and RENTER have agreed upon the following special provisions: Renter will provide a security guard starting at 6:00 pm on Friday July 8, 2011 and continuing throughout all terms of occupancy. The Premises must be vacated no later than 10:01pm on Saturday July 9, 2011. Any of RENTER's equipment which is left on the Premises after these times will be removed at RENTER's sole expense.

This Agreement contains the full and complete understanding between the parties and supersedes all prior Agreements and understandings pertaining hereto and cannot be modified except by a writing signed by each party.

ACCEPTED and AGREED as of the date above written:

RENTER

MANAGER

Sample: MPI Filming Agreement

Transition Plan

Our seasoned corporate and management staff are experienced and skilled in executing the transfer of parking lot services. Our track record of transition management is solid: all of our many transitions are without incident, and we have worked successfully with other parking-service providers, including Parking Concepts, to make the exercise seamless and collegial. To prepare for and guide the transfer process, we undertake the following activities. Of importance, the first step is to meet with our client, incorporate any details that would further optimize the delivery of service and keep the client informed through the entire transition process. A schedule of transition activities is also provided in this section.



- Vice President(s) and Contractor's Representative will refine its customized transition schedule prepared for Beaches and Harbors. They will meet with Department staff a minimum of six weeks prior to the transfer date to review the details of activities and identify pending issues, budget objectives, upcoming events, and goal setting and to address and coordinate the interests of all parties in the transfer process.
- Assistant Vice President will meet with Parking Concepts to review schedule and coordinate transfer activities.
- Corporate Accounting will supersede phones for office and other relative utilities and provide updated web page information for Department purposes and public contact.
- Human Resources and Contractor's Representative will recruit and interview current and new employees, conduct pre-employment background checks, schedule training classes for new and current employees in adjacent facilities, and supply uniforms. An extensive local outreach effort will be undertaken.
- Assistant Vice President and Contractor's Representative will inventory parking equipment and office equipment and assess operability conditions, inventory supplies, dispose of supplies that do not meet "green" standards, and identify County-owned property and report findings to Department staff.
- Vice President and Contractor's Representative will oversee a more detailed site assessment, report findings to the Department, and based on Department review, prepare a corrective implementation plan.
- MPI's Information Technology Specialist will identify and coordinate applicable software programs for field office computers and determine any County-owned programs. Findings will be reported to the Department.
- MPI's Information Technology Specialist will ensure that all historical data files are transferred successfully and will prepare a baseline report for performance monitoring purposes.
- Assistant Vice President will meet with neighboring businesses, business associations, special event promoters, and entities identified by Department to understand their needs, as well as their customers.

- MPI's Film Coordinator will collaborate with both the Department and Parking Concepts to identify existing and future production activity, as well as coordinate the transfer of files for MPI review and storage.
- Corporate Purchasing Agent will coordinate any necessary changes to locks and combinations to safes with approval of Department staff.
- Corporate Purchasing Agent will purchase start-up supplies including environmentally considerate products, support vehicles, facility signs, office furniture, office equipment, radios, emergency equipment, etc. and make ready for start date.
- Contractor's Representative will coordinate the creation and Department approval of standard operating procedures and reporting for all facilities and/or hire support vendors.
- Vice President will coordinate all transfer of management from Parking Concepts to ensure revenue management systems and historical data are secure and report findings to the Department.
- Begin Quality Assurance Inspections and provide findings to Department staff.

Modern Parking will prepare and coordinate with the Department a specific transition-day plan (see sample provided). It is our practice to customize a transition schedule, similar to our sample below, to ensure a smooth transfer of parking-management services from the current operator to MPI. We will cooperate fully with Parking Concept employees and assume that any items not listed on the schedule or discovered in the transition process will be handled without issue or incident. Modern Parking's corporate personnel are usually stationed on-site until the day-to-day on-site management has absolute control of staffing, equipment, and reporting capabilities.

The Contractor's Representative will lead the transition team, ensure that quality service is provided from the outset of operations, identify any deficiencies and troubleshoot on-site to quickly address any needs and fulfill our client's expectations. The CR, along with the Vice President of Operations, will be involved from the moment the management contract is awarded through the transition period and the first few weeks of the operation. The Contractor's Representative will be the liaison reporting to the Department and will assist the Supervisors and MPI Corporate staff with all facets of the operation.

Example: Transition Schedule



Task	Person Responsible	Date Due	Comments
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GENERAL

Review and summarize contract requirements			
Finalize operation plan			
Finalize staffing schedule			
Review operations manual			
Order insurance certificate			
Obtain business license			
Prepare notices to customers			
Arrange armored pick-up			

OPERATIONS

Establish an emergency contact list			
Establish opening and closing procedures for each location			
Establish record retention policy and procedures			
Establish towing procedures			

SUPPLIES

Tickets			
Receipt Paper			
Promissory notes			
Validations			
Monthly parking permits			
Miscellaneous forms			
Cleaning supplies			
Office supplies			
Trash cans			
Envelopes			
First aid kit			
Fire extinguisher			
Trash pick-up			
Inventory of existing office supplies and equipment			
Change locks to booths and office			
Change safe combination			
Set-up filing system for reports, invoices and correspondence			

Transition Schedule, Continued

Task	Person Responsible	Date Due	Comments
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MAINTENANCE

Sweeping schedule			
Set-up cleaning schedule			
Check/test fire extinguishers			

PERSONNEL

Hire personnel			
Train new staff			
Develop specific job descriptions			
Finalize procedure manuals for cashiers, maintenance, clerical and management staff			
On-site orientation			
Uniforms selection & order			

ACCOUNTING

Establish deposit procedures			
Set up change fund			
Establish cash control procedures			
Establish bank account controls			
Order deposit slips			
Set-up account system			
Review equipment reporting capabilities			
Open payroll bank account			
Set up petty cash fund			

LOTS

Pay & display machines			
Spike units			
Lane counters			
Cash drawers			
Drop safes			
Time clocks			
Equipment manuals			

OFFICE EQUIPMENT

Office furniture			
Telephones			
Fax			
Copier			
Computers			
Printers			
Bill counter			
Coin counter			
Time clock			
Safe			
Water cooler			

Transition Schedule, Continued

Task	Person Responsible	Date Due	Comments
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MISCELLANEOUS PARKING SUPPLIES

Battery Starter			
Radios			
Traffic cones			
Flashlights			
Traffic vest			
Podium			
Key boxes			

MISCELLANEOUS EQUIPMENT

Telephones			
Cell phones			
Facility keys			
Equipment keys			
Intercom			
Remote open switch			

SIGNS & GRAPHICS

Striping			
Stall numbers			
Directional arrows			
Center lane			
Bumpers			
Clearance signs			
Rate signs			
Liability signs			
Handicap signs			
Proposition 65			
Emergency exit			
Reserved signs			
Vehicle directional signs			
Pedestrian directional signs			
Temporary signs			
Do a walk thru of all parking areas			
Approve signage to be ordered			

OUTSIDE VENDORS

Telephone			
DSL			
Drinking water			
Tickets			
Signage			
Equipment			
Security, if necessary			

Hiring Procedures

MPI fully believes a company's employees directly represent the essence and quality of that company. From entry-level positions to executive management, MPI's dedicated human resources department closely screens potential team members for their experience, industry knowledge, ability to communicate, character, and background.

We believe the control of hiring quality employees is the result of direct participation, and that is why MPI does not use outsourcing such as employment agencies. Instead, we ensure the quality of potential team members by maintaining an in-house human resource staff.

Modern Parking's consistent recruiting process will lower turnover, raise productivity, and meet the overall goal to recruit and select the best candidate for every position, while forming a diverse and inclusive workforce.

Each candidate must also display his or her ability to communicate accurately in both spoken English language and writing. All candidates must display a positive attitude, courteous demeanor, and the willingness to strive for the highest level of customer service.

Modern Parking has successfully implemented large-scale transitions similar to the requirements of Beaches and Harbors with minimal disruption of operations. According to a pre-approved transition schedule, MPI will coordinate with both Parking Concepts and the Department to offer current parking employees an opportunity to become an employee of Modern Parking, Inc. Each prospective employee will undergo MPI's hiring procedures as demonstrated on page 68 and will include:

- Demonstration of ability to read and write clearly in English
- Skills assessment
- Review of DMV H6 report
- Integrity survey
- Criminal background
- Identity Verification
- Pre-employment physical examination / drug testing
- Interview

Employees that are assigned to sensitive positions will undergo and must pass ongoing background investigations, including information regarding criminal convictions obtained through fingerprints submitted to the California Department of Justice.

Modern Parking enjoys a positive working relationship with local trade unions, and will work closely with appropriate representatives to honor existing collective bargaining agreements.

Integrity Surveys

Modern Parking implements a written integrity assessment as part of our hiring process. The QuickStaff surveys are one tool utilized by our company to determine an applicant's ability to avoid unacceptable actions in the workplace. QuickStaff, by Insight Worldwide, is currently being implemented by firms in numerous industries such as healthcare, manufacturing, hospitality,

warehousing, and transportation. The 10-minute written test determines an employee's possible propensities in areas of fraud, illegal drug use, job dependability, theft, and violence. We believe our comprehensive recruitment process results in a sound team of physically and emotionally able employees.

Modern Parking informs applicant of the company's hiring procedures, including the criminal background check that will be ordered if the applicant is interviewed and considered qualified for the position.

Applicant fills out an employment form, takes a written test to demonstrate basic math and problem-solving skills, and completes an integrity survey.

Human Resources (HR) reviews the application, grades the written test, reviews the integrity survey responses, and maintains an active file of qualified applicants.

Documents for unqualified applicants are maintained separately.

When a position becomes available, HR contacts the next qualified applicant for an interview and instructs the individual to bring his/her California DMV H 6 report to the interview.

Applicant is interviewed. If the interview is unsatisfactory, no further action is taken on the application. The applicant's documents are filed with those of other unqualified applicants.

If the interview is satisfactory, a criminal background check is ordered.

If the criminal background check is unsatisfactory, no further action is taken on the application. The applicant's documents are filed with those of other unqualified applicants.

If the criminal background check is satisfactory, applicant is referred to US Healthworks for a pre-employment physical examination.

An offer of employment is made, contingent on the applicant's passing the physical examination.

If the physical exam results indicate the applicant is medically acceptable for the position, he/she provides appropriate work documents and HR completes the hiring process.

If applicant does not comply with the medical exam, is not considered medically acceptable, or fails to provide work documents, the employment offer is rescinded and the applicant's documents are filed with those of other unqualified applicants.

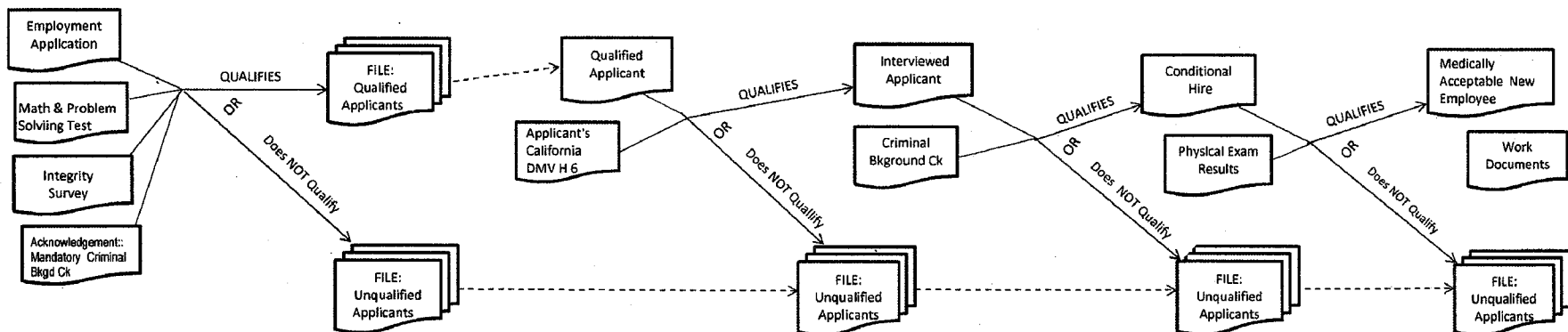


Exhibit: MPI's Hiring Procedures

- b. Accounting and Cash Control Procedures. Provide your plan for cash control and monitoring compliance in accordance with the Statement of Work, Section 7.0, including, but not limited to, collection of daily and monthly parking fees; meter and other collection devices; ability dispensing parking receipts; how cash will be secured and counted; and your use of certified public accountants in auditing records.**

Modern Parking maintains the highest level of integrity that can be applied to the collection and securing of revenues for our owners and clients. Any discrepancies are disclosed immediately and we check for counterfeit currency in a responsible fashion.

Our manager and supervisors reconcile all cashier transient revenue collections against sales reports, counters, and cashier reports for accuracy. Cashiers are responsible for any and all uncollected funds. Revenue deposits are normally handled by the cashier and supervisor through a double custody procedure. Under certain circumstances, cashiers may deposit revenues in drop safes or canisters through the use of identified deposits bags and envelopes.

Similarly, when a money counter opens a safe to count revenue deposits from the previous day, a double custody process is applied that include management staff. Safe deposit records are reconciled against the previous day's cashier collections by the money counter and manager.

All sales records including validations, permits, and other transactions are monitored through application of sequentially numbered units. These units are measured against inventory records for accuracy in our corporate office accounting department. Should units be sold out of sequence or order, our auditing department is notified for immediate review.

Revenues are tracked through and reconciled against bank deposit records.

MPI's normal policies and procedures to address cash handling and chain of custody include the following:

- Cashiers are not to co-mingle company funds with personal money.
- Cashiers must make safe drops whenever they have more than \$200 in their cash drawer.
- All cash deposits are made through use of a safe deposit envelope and signed by the depositor.
- If a deposit is collected by a supervisor, a cash deposit log is signed by the supervisor picking up the revenue after the amount is verified.
- Staff is required to document revenue deposits occurring during each business day.
- A triplicate deposit slip is made. The original and second copies are taken to the bank. The third copy is kept on-site with a copy of the Daily Report.
- The deposit is picked up by armored transport.
- The bank validates the second copy of the deposit slip and returns it to the manager.
- The validated deposit slip is attached to the original Daily Report and sent to the MPI main office.
- The MPI Data Entry department ensures that the deposit slip agrees with the Daily Report.
- The MPI Accounting department downloads daily deposits from the bank and verifies them against the deposit slip.

Any discrepancies or deviations from the above procedures are immediately flagged and investigated by our Internal Audit department.

Daily Revenue Collections and Lot Monitoring

At Beaches and Harbors lots, all cashiers will be required to use the new automated parking receipt issuance devices to control daily parking activity with the exception of Fisherman's Village, which use an Elite pay-on-exit fee computer. The receipts will be customized and display the name of facility, as well as provide Modern Parking's Marina Del Rey field office phone number.

Our intent is to provide sequential numbering on the rolls of receipts that will be issued through use of the new hand held devices. These rolls will be inventoried and distributed in a controlled environment similar to sequentially number machine issued ticket or validations. Customer receipt issuance will be monitored for accuracy by use of sequential and recorded numbers for starting and ending units. Any variances in sequentially numbered activity require an audit by the immediate supervisor and notification to the corporate auditing department for review.

The following procedures will apply to lot operations:

- Lots will be inventoried for physical condition and vehicle activity prior to opening by the staff and supervisors. Pre-opening vehicle license plate, make and model will be noted on the cashier report, including payment status. This pre-opening inventory can be provided to enforcement personnel during period patrols.
- Operating petty cash will be distributed to each cashier by the acting supervisor including the hand-held receipt issuing device and canister. The cashier must accept responsibility for the care and use of the hardware and the change funds.
- All vehicles will be issued a receipt upon entry except for authorized and emergency personnel.
- Recordings of meter readings and sequentially numbered receipts will serve as an audit trail of collected revenues.
- Cashiers will place point-of-sale receipts on the dashboard of each vehicle in the correct and readable position or courteously advise customer of correct display.
- Any variations of access that do not require payment by customers will be logged as exceptions and a record of the event including license plate, ticket number and appropriate information will be noted. We will work with the CA to confirm guidelines of free-entry and any additional processes that may need to take place.
- Supervisors are responsible for closing cashier shifts and verifying the day's activity. This entails reviewing revenue reports, collected revenues, machine receipts, counter numbers, and overall completeness of tasks.
- In the event there of a technical problem during any shift, the supervisor will ensure that sequentially numbered manual tickets are available as a contingency support.

At the end of the cashier shift, a journal sales report will be generated from the automated device and a Shift Report will be prepared by the cashier. The Shift Report will document all paid and no-charge or exception transactions that occurred during the shift, collected revenues, the amount of revenue

deposited, vehicle information and counter readings. In certain applications, there will also be credit card reports generated with the advance of the new handhelds.

Each Facility Shift Report will be consolidated the following day by the office clerk. The office clerk will review each cashier Shift Report and journal tapes generated from automated units to ensure totals agree with associated revenue numbers. The deposited revenue will be counted and compared to the amounts reported by the cashiers.

All County lots will have a daily Facility Report generated. This includes facilities with no transactions. Facilities with multiple shift reports will have all reports consolidated into a combined Facility Report that balances and reflects the entire activity.

The daily Facility reports will summarize:

- Starting and ending hand held sequential or ticket numbers
- Total receipts issued
- Total cash collections
- Total credit card collections
- Starting and ending counter numbers
- Pre-start vehicle inventory
- Listing of exception receipts (with exception reasons)
- Petty cash fund statement
- Over and under on collections
- Recorded canister drops

Monthly/Annual Revenue

All monthly and annual passes will be sold out of the Marina Del Rey parking office. The office staff will collect the appropriate fee for the pass and issue the permit and sequentially numbered receipt to the customer. The permit will contain an expiration date and will also be sequentially numbered. A report will be kept that shows the date of the sale, pass number, the name of the person purchasing the pass and their address.

The following day, the office clerk will review the monthly/annual permit sales report, ensure that the revenue for the sales is present and prepare a deposit for the permit sales. Invoices will be provided to various entities that require this type of notice in order to fund parking charges.

Credit Card Downloading

Modern Parking is prepared to assign a designated supervisor with sensitive level background examination status to be responsible for the daily pick up and return of the Department's credit card data downloading device. This supervisor will download credit card information from automated pay stations. The time for device access will be between the hours of 8 a.m. and 5 p.m. MPI will accept responsibility for the device's custody and care, and the attending supervisor will keep the device in his or her possession at all times.

Parking Meters

The parking meters will be emptied a minimum of three days per week on Monday, Wednesday, and Friday before 10 a.m. The collection personnel will use a meter collection cart which allows for the meter vaults to be emptied without collection personnel access to revenues. Once the meters for a lot have been emptied, the meter collection cart will be taken to the counting room located at the Marina del Rey parking office.

Money counters will then unlock the carts and count the revenues collected. The counting process will be witnessed. The revenues counted will then be noted on the Daily Revenue Report and a deposit prepared.

Pay and Display Devices



The pay and display devices will be emptied a minimum of three days per week. If the revenues in a device exceed \$500 per day, the devices will be emptied more frequently. The collection personnel will open the device and generate a receipt of the sales since the last time the device was opened. The notes vault would then be swapped with an empty vault. The notes vault is locked and the collection personnel do not have the key to open the vault.

The vaults collected from the various devices are brought to the Marina Del Rey parking office counting room. The money counters would then open the vaults, count the revenue and compare the amount physically counted to the amount reported by the device. Information regarding the amount collected, number of transactions, etc would be recorded on the Daily Facility Revenue Report. Any differences would also be noted on the report. A deposit for the revenues collected for the day would then be prepared.

Parking Receipts

All parking receipts will be sequentially numbered. The sequences used at each location will be tracked on the Daily Report. Any break in sequence will be investigated and documented.

Cash Procedures

A dual custody procedure will be used at the Beaches and Harbor locations. Regular cash drops will be performed by the cashiers at the various beach lots into safe canisters. If possible, these drops will be verified by a supervisor. All cash drops will be placed in a sealed envelope with the cashier's name, date and time of the drop, as well as the amount of the drop prior to deposit into the canisters. All drops will be recorded on the cashier's Shift Report. At the end of the day, a supervisor will take the canister to the appropriate designated office money counter for reconciliation.

All revenues will be taken to the Marina Del Rey parking office. The amount of revenue envelopes delivered will be verified against the recorded collections. Once all envelopes are accounted, the revenue contents will counted. The money counter verifies the revenue to ensure that it agrees with the amount stated on the front of each envelope. Any discrepancies will be researched and documented.

The money counter prepares a daily deposit. Once the deposit is complete, the total deposit will be witnessed and verified. Once the amount is verified, the money is placed in a sealed deposit bag and placed in the safe until armored transit arrives to pick up the deposit.

The basic chain of events is:

1. Cashiers service customers, collect revenues and prepare shift deposits.
2. Supervisors collect revenues from meters, automated equipment, and cashiers and transport to office.
3. Money counters count deposits from all sources.
4. Clerks independently total activity based on reports and machine-issued journal tapes.
5. Office personnel reconcile activity and verify total deposit.
6. Armored transport deliver revenues to bank.

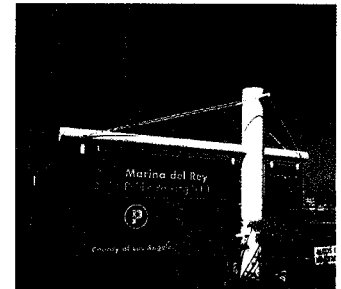
It will be our policy to video record all activity inside the office and counting room. Money counting machines will be made available for coin and bills.

Certified Public Account

Modern Parking will use the services of a certified public accountant to review all cash control procedures. The review will examine the adequacy of the accounting and cash control procedures to reasonably ensure that internal controls are designed and operating effectively to detect, prevent and correct fraud and other irregularities.

- c. Operational Plan. Provide your plan for scheduling staff, keeping staff supplied, responding to emergencies and overtime and providing supervision for staff. Please explain how urgent requests, unscheduled work, special events where there is increased traffic to the Beaches and Marina Del Rey (i.e., July 4th holiday) or unforeseen changes in weather will be handled. Provide your normal response time for emergency calls.**

Modern Parking will provide qualified personnel to perform all assigned parking services as outlined in the scope of work. Supplies will be provided from Supervisors to the facility attendant, which are part of our normal distribution process. Supervisors will carry basic emergency supplies and regularly used materials in the corporate vehicles at all times in case of a sudden request that needs immediate attention. These supplies range from report forms, pens, receipts, traffic vests, and other common used materials. Supplies are properly distributed on an ongoing basis. Safety equipment such as first-aid kits, flashlights, fire extinguishers, and flares will be provided and maintained at each facility.



Staffing schedules will be established as described in Exhibit 4, and are listed in our proposal staffing schedule, located on pages 79-84. Modern Parking will submit schedules to the Department in advance of work hours performed for review and approval. The timelines for submitting staffing schedules will coincide with the provisions as stated in the RFP's Statement of Work, Section 6.2.1., one week before the first of each month during the contact period.

The pre-planned staffing schedule is subject to adjustments based on various factors that may create a change in customer activity and volume. Modern Parking management is prepared to increase or decrease the amount of hours necessary to meet service demands. Our year-round intent is to hire and maintain full-time employment for all staff members where schedules permit. The summer and winter schedules have a sufficient amount of hours to support full-time staff members. Sharing hours and schedules between facilities will provide an opportunity for additional full-time employment. Modern Parking manages a number of facilities that are operated within the same Collective Bargaining Agreement as Los Angeles County Beaches and Harbors, which will also allow our company to share staffing hours at properties within Los Angeles County. This type of sharing provides access to a large employee pool to fill needed service requirements and provide hours that assist in meeting staffing full-time employment.

Modern Parking's operations department will provide hours to our employees that work flex schedules. This provides available attendants to the CR when activity and attendant presence is necessary. A key element in meeting staff scheduling is communication between supervision and attendants. Our CR will monitor all schedules and the amount of hours being applied to the facilities. The CR will make schedule recommendations to the CA as revenue data develops.

We will monitor factors that may influence customer volume demand in order to provide proper levels of staffing. These factors include, but are not limited to, the following:

- Inclement weather conditions
- Holiday conditions (day of the week / seasonal weather/ area events)
- Current occupancy patterns and parking use
- Projected forecast of weather conditions that may influence customer activity
- Geographical or environmental conditions that may negatively influence beach activity

Supervisors will dispatch attendants to facilities as urgent requests or special event needs develop. Special events can be coordinated in advance, and Modern Parking has experience from our years of servicing the Rose Bowl, Long Beach Grand Prix and Marina del Rey fireworks venues. Urgent requests will be directed and satisfied by the CR and supervisory staff.

Although we prefer to limit the use of overtime, there are times when it is necessary to meet the service conditions that may exist. Our management staff will meet whatever conditions transpire with the appropriate level of staffing. We anticipate that some overtime will be necessary and have reflected this expense in our operation plan.

Modern Parking takes pride in providing available management personnel on a 24/7 basis. We understand that we work while many of our customers are enjoying time off. Our response time for emergency calls is immediate. An emergency phone list will be made available to the CA that provides positions and names of all County-assigned Modern Parking management staff members as well as MPI Corporate personnel. MPI will respond to all emergency calls with available personnel.

Supervisors are responsible for maintaining consistent service at each of the parking facilities. This means observing all aspects of the operation on a daily basis. Revenue collection is a large aspect of the daily service including providing oversight into the collection function of the attendants, pay-and-

display devices, and parking meters. Any negative operating conditions are to be corrected in a timely manner and reported to management, as well as to the Department in accordance with County reporting guidelines.

The field supervisors are responsible for monitoring customer activity and providing assistance for unscheduled labor requirements including urgent and emergency needs. They will provide the opening tickets and banks for each attendants and make petty cash change available during service periods. Facility visits will be made routinely throughout each day and follow up observances are performed on an unscheduled basis. The supervisors will coordinate lunch relief for staff members for each day of the week.

We incorporate our seasonal and vacation activity with that of our clients and parking facilities. Management limits time off during heavy periods and encourages it when activity contracts. Employees are required to provide sufficient notice for time off, submitting vacation requests in advance and within the vacation time allowances and staffing schedule allocations. We understand that many times we work when others play, and we must be prepared to meet customer demands.

Traffic Control

Modern Parking applies traffic control strategies in conjunction with our thorough weekly evaluation of anticipated activity and employee scheduling. Traffic conditions are monitored on a regular basis through the visual and equipment devices tracking occupancy counts.

Staff members are called to action during peak conditions to provide traffic assistance to ease ingress and egress congestion, facilitate a safe flow of traffic and abate street congestion. Additionally, managers, supervisors and other personnel are trained in all job aspects and required to serve post positions as necessary during unexpected high volume periods.

With cross-trained employees both on-site and available for local dispatch, Modern Parking ensures an exceptionally swift response to unanticipated peak conditions and an efficient delegation of labor without sacrificing delivery of quality services.

Safety is a key element and all traffic control personnel, regardless of position, are required to wear safety traffic vests at all times. Flashlights are available as required.

Emergency Calls

Modern Parking maintains a toll-free phone line that enables both clients and staff to reach management 24 hours per day, 7 days per week, for an immediate response. Additionally, our proposed Contractor's Representative will be available 24 hours per day to respond to emergencies.

Modern Parking 24-hour dispatch: (888) 795 – 5553

Beaches and Harbor Parking Job Descriptions

Contract Representative (CR)

Modern Parking will assign a qualified employee to that will provide quality representation in the duties of administrating the parking program for the County of Los Angeles. Under the leadership of the Contract Representative the team of employees will execute the duties of customer service, providing public beach access, revenue collections, and overall management of the beach lots. The CR will be able to effectively communicate in English both orally and in writing. The CR will serve as the direct liaison between Modern Parking and the County of Los Angeles account representative.

Duties performed, but not limited to, by the Contract Representative:

- Administration of customer service by staff members.
- Assign a supervisory level employee with background clearance (sensitive) who can administer credit card downloading and be responsible for daily pick up and return of downloading device.
- Monitor occupancy data and relevant information that projects customer activity.
- Schedule staffing projections and approval process.
- Directing supervisor in the management services, employee assignments, and collection process. Reviewing all information in order to streamline efficient utilization of hours.
- Management of the B & H parking office accounting process including deposit delivery.
- Reviewing all Facility Reports and revenue activity.
- Reviewing automated equipment, meters and receipt devices for working order.
- Make observations and inspections of each facility.
- Administrate the repair of equipment and notification process.
- Administrating sign repair and removal of graffiti from signs and equipment.
- Meet and communicate with CA to discuss all aspects of the management services.
- Work with the Film Coordinator on managing film company activity and contract responsibility.
- Budget preparation and line item variance reports.
- Provide audit and compliance oversight of cashiers, supervisors, and customer parking requirements.
- Reviewing historical, current data and trends in order to forecast changes and efficiencies that will improve collections and provide balance in labor and automated equipment use.
- Review customer service comments and complaints and respond in timely and effective manner.
- Be available by phone on as 24/7 basis to accept emergency and urgent requests and facilitate and direct appropriate responses.
- Respond to emergencies.

Supervisor

The supervisors assigned to provide management oversight will provide an important function in administrating services. They will be able to effectively communicate in English both orally and in

writing. Supervisor will report directly to the Contract Representative and follow all established procedures in the performance of duties. Duties performed, but not limited to, by the Supervisor:

- Provide direct oversight and direction to staff and ensure that procedures are followed.
- Monitor vehicle activity and physical condition of lots at all times.
- Monitor operational status of automated equipment, meters and receipt issuance devices.
- Anticipate changes in customer demand and communicate conditions to CR
- Follow all protocol in administrating opening petty cash, parking supplies, receipt issuance devices and canisters to cashiers
- Provide change funds to cashiers.
- Service revenue collections for automated devices and meters.
- Control graffiti on signs, equipment and walls.
- Providing enforcement patrols at lots and communicate findings with other departments.
- Collect staff revenues for deposits and verify cash counts.
- Open lots with staff on time and inspect conditions for access, equipment function, and appearance.
- Report and document all incidents and conditions
- Audit cashiers for administrative functions and revenue collection requirements, including exception transactions.
- Balance the end of shift closing functions including banks, reports, and equipment status.
- Monitor cashier deposit requirement for procedure compliance.
- Administrate communication to customers for any changes in access, including filming, special events, closures etc.
- Be aware and respond to customer complaints, liability factors, and emergency requirements from life guards, fire and police agencies. Supervisor must respond to emergencies.
- Provide direct oversight of cashiers for appearance, uniforms and badges, customer service applications, and performance of duties.
- Facilitate lunch breaks for cashiers with available staff.
- Assist Film Coordinator with blocking space, monitoring activity, openings and closings, staffing and compliance.
- Communicate all customer related problems to the CA.

Cashiers

Cashiers provide the first impression for customers visiting the beaches and harbor. It is important that they provide a friendly and inviting welcome and professional representation. Greeting and collecting parking fees is a primary responsibility, and also maintaining a clean work area. Duties performed, but not limited to, by the Cashier:

- Open parking lots on time and follow all lot opening requirements including documenting pre-opening vehicle inventories.

- Provide direction to customers, including beach regulations and parking policies.
- Maintain log of all convertible vehicles and motorcycles. (including time of day, license number, time of entry)
- Collect fees by procedural use of equipment.
- Issue receipts to all vehicles entering the facility.
- Place receipts properly on drivers side dashboard face up. Be sure to explain policy to each customer. Report any customer problems to supervisor.
- Properly document any and all exceptions to procedures in log book. All exception or void receipts must be turned in at end of shift to supervisor.
- Maintain a broom finish of cleanliness for surrounding work area.
- Report misused disabled placards, non-paying customers and other customer problems to supervisor.
- Assist in enforcement and compliance for customers using the lots, including marking tires, issuing warnings and communicating with supervisors and enforcement personnel.
- Provide balanced reports and equipment sales journals.
- Monitor access for all permit users.
- Redirect customers to alternate facilities, when lot fills to occupancy.
- When lot fills, place 'full sign' in visible area for customers to see.
- Deposit revenues accumulating over \$200 at any time.
- Provide emergency assistance to personnel, including lifeguards, fire and police agencies.
- Monitor lot occupancies and provide closures and customer redirection.
- Monitor lot for graffiti.
- Communicate with supervisor relative information concerning lot operations, equipment function and customer activity.
- Be properly dressed in uniform with badge and maintain clean appearance at all times.
- Monitor and restrict loitering on lot and around booth.
- Assist in monitoring film company use of lots and compliance standards.

MPI Projected Parking Lot Standard Staffing Schedules

Summer Schedule

(Summer begins on the Saturday before Memorial Day and ends on the last Sunday of September)

Parking Lot Location	Staffing Hours	Hours / Day	Number of Attendants	Days / Week	Total Weekly Hours
Beach Parking Lots					
Nicholas Canyon	As Needed				
Zuma Beach	6 a.m. - 2:30 p.m.	8	1	7	56
	2 p.m. - 6 p.m.	4	1	7	28
	1/2 hour lunch (As Needed)	0.5	1	7	3.5
	10 a.m. - 6 p.m. (As Needed)	8	1	7	56
	9 a.m. - 5 p.m. Weekends (As Needed)	8	1	2	16
	10 a.m. - 6 p.m. Sunday (As Needed)	8	1	1	8
Point Dume	6 a.m. - 2:30 p.m.	8	1	7	56
	2 p.m. - 6 p.m.	4	1	7	28
	1/2 hour lunch (As Needed)	0.5	1	7	3.5
	10 a.m. - 6 p.m. Weekends (As Needed)	8	1	2	16
Surfrider	6 a.m. - 2:30 p.m.	8	1	7	56
	2 p.m. - 7 p.m.	5	1	7	35
	1/2 hour lunch (As Needed)	0.5	1	7	3.5
	10 a.m. - 4 p.m. Weekends	6	1	2	12
Topanga	6 a.m. - 6 p.m. (As Needed)	12	1	7	84
Will Rogers 5	Not Staffed				
Will Rogers 3	6 a.m. - 2:30 p.m.	8	1	7	56
	2 p.m. - 7 p.m.	5	1	7	35
	1/2 hour lunch (As Needed)	0.5	1	5	2.5
	9 a.m. - 5 p.m. Weekends	8	1	2	16
	10 a.m. - 7 p.m. Weekends (As Needed)	9	1	2	18
Will Rogers 1	8 a.m. - 4:30 p.m. Weekdays (As Needed)	8	1	5	40
	4 p.m. - 7 p.m. Weekdays (As Needed)	3	1	5	15
	1/2 hour lunch Weekdays (As Needed)	0.5	1	5	2.5
	8 a.m. - 4:30 p.m. Weekends	8	1	2	16
	4pm - 7pm Weekends	3	1	2	6
	1/2 hour lunch Weekends (As Needed)	0.5	1	2	1
Rose Avenue	6 a.m. - 2:30 p.m.	8	1	7	56
	2pm - 8pm	6	1	7	42
	1/2 hour lunch (As Needed)	1	1	7	7
	10 a.m. - 5 p.m. Weekends (As Needed)	7	1	2	14
Venice Blvd.	6 a.m. - 2:30 p.m.	8	1	7	56
	2:30 p.m. - 10 p.m.	8	1	7	56
	11 a.m. - 5 p.m.	6	1	7	42
	10 a.m. - 5 p.m. Weekends (As Needed)	7	1	2	14

Beach Parking Lots - Continued					
Washington Street	6 a.m. - 2:30 p.m.	8	1	7	56
	2:30 p.m. - 10 p.m.	8	1	7	56
	1/2 hour lunch (As Needed)	1	1	7	7
	10 a.m. - 5 p.m. Weekends (As Needed)	7	1	2	14
62nd Street	As Needed				
Dockweiler Imperial	6 a.m. - 2:30 p.m.	8	1	7	56
	2:30 p.m. - 10 p.m.	8	1	7	56
	1/2 hour lunch (As Needed)	1	1	5	5
	10 a.m. - 6 p.m. Weekends	8	1	2	16
	10 a.m. - 6 p.m. Sundays (As Needed)	8	1	1	8
Dockweiler Bluff	As Needed				
Grand Avenue	9 a.m. - 5:30 p.m. Weekends	8	1	2	16
	1/2 hour lunch Weekends (As Needed)	0.5	1	2	1
Torrance	7 a.m. - 3:30 p.m. Weekends	8	1	2	16
	3 p.m. - 6 p.m. Weekends	3	1	2	6
	1/2 hour lunch Weekends (As Needed)	1	0.5	2	1
White Point / Royal Palms	6 a.m. - 2:30 p.m.	8	1	7	56
	2 p.m. - 8 p.m.	6	1	7	42
	1/2 hour lunch (As Needed)	1	1	7	7
	11 a.m. - 5 p.m. Weekends (As Needed)	6	1	2	12
Marina Del Rey Parking Lots					
#1 (Parcel W - Fisherman's Village)	9 a.m. - 5:30 p.m.	8	1	7	56
	4:30 p.m. - 1 a.m.	8	1	7	56
	1/2 hour lunch (As Needed)	1	1	5	5
	5 p.m. - 1 a.m. (As Needed)	8	1	7	56
	11 a.m. - 5 p.m. Weekends	6	1	2	12
Parcel W Overflow	As Needed				
#2 (Parcel 49R - Launch Ramp)	5 a.m. - 2 p.m. Weekends	8	1	2	16
	1/2 hour lunch Weekends	1	1	2	2
#3 (Parcel A - North Jetty)	Not Applicable				
#4 (Parcel 49M)	As Needed				
#5 (Parcel U)	As Needed				
#7 (Parcel Q)	As Needed				
#8 (Parcel QT)	As Needed				
#9 (Parcel N)	As Needed				
#10 (Parcel I)	9 a.m. - 5:30 p.m. Weekends	8	1	2	16
	1/2 hour lunch Weekends (As Needed)	0.5	1	2	1
#11 (Parcel GR)	As Needed				
#12 (Parcel FF)	As Needed				

Marina Del Rey Parking Lots, Cont'd					
#13 (Parcel 3S)	As Needed				
Parcel 45L	10 a.m. - 5 p.m. Weekends	6.5	1	2	13
	1/2 hour lunch Weekends	0.5	1	2	1
Parcel 77	10 a.m. - 5 p.m. Weekends	6.5	1	2	13
	1/2 hour lunch Weekends	0.5	1	2	1
Chace Park	As Needed				
Management					
Supervisors					
Southern Area (White's Point, Torrance, Grand, Dockweiler Bluff, Dockweiler Imperial, 62nd Avenue, Fisherman's Village, County Lot, Overflow, Lots #2, #4, #5, #7, #8)	5 a.m. - 3:30 p.m.	10.5	1	7	73.5
	2 p.m. - 1 a.m.	11	1	7	77
Central (Lots #9, #10, #11, #12, #13, North Jetty, Washington, Venice, Rose, Will Rogers 1)	5 a.m. - 3:30 p.m.	10.5	1	7	73.5
	2 p.m. - 11 p.m.	9	1	7	63
Northern (Will Rogers 3, Will Rogers 5, Topanga, Surfrider, Point Dume, Zuma, Nicholas Canyon)	5 a.m. - 3:30 p.m.	10.5	1	7	73.5
	2 p.m. - 10 p.m.	8	1	7	56
Contractor Representative (CR)	Number of CRs				
	8 a.m. - 5 p.m.	8	1	5	40
Total Summer Weekly Hours					
	Summer Weekly Hours	Number of Summer Weeks		Total Annual Summer Hours	
*Attendant	1,585	18		28,530	
Supervisor	416.5	18		7,497	
Contractor Representative	40	18		720	

* Schedule of hours subject to change to incorporate FTE / Lunch relief hours not included in hourly sum total.

MPI Projected Parking Lot Standard Staffing Schedules

Winter Schedule

(Winter begins the Monday after the last Sunday of September and ends Friday before Memorial Day.)

Parking Lot Location	Staffing Hours	Hours / Day	Number of Attendants	Days / Week	Total Weekly Hours
Beach Parking Lots					
Nicholas Canyon	As Needed				
Zuma Beach	8 a.m. - 4:30 p.m.	8	1	7	56
	1/2 hour lunch (As Needed)	0.5	1	7	3.5
	11 a.m. - 4 p.m. Weekends (As Needed)	5	1	2	10
Point Dume	8 a.m. - 4 p.m. Weekends (As Needed)	8	1	2	16
Surfrider	8 a.m. - 4 p.m. Weekends (As Needed)	8	1	2	16
Topanga	As Needed				
Will Rogers 5	As Needed				
Will Rogers 3	6 a.m. - 2:30 p.m.	8	1	5	40
	2pm - 5pm	3	1	5	15
	1/2 hour lunch (As Needed)	0.5	1	5	2.5
	6 a.m. - 5 p.m. Weekends (As Needed)	11	1	2	22
	11 a.m. - 5 p.m. Weekends (As Needed)	6	1	2	12
Will Rogers 1	As Needed				
Rose Avenue	6 a.m. - 2:30 p.m. Weekdays (As Needed)	8	1	5	40
	2 p.m. - 5 p.m. Weekdays (As Needed)	3	1	5	15
	1/2 hour lunch Weekdays (As Needed)	0.5	1	5	2.5
	6 a.m. - 2:30 p.m. Weekends	8	1	2	16
	2pm - 7pm Weekends	5	1	2	10
	1/2 hour lunch Weekends (As Needed)	0.5	1	2	1
	11 a.m. - 5 p.m. Weekends (As Needed)	6	1	2	12
Venice Blvd.	6 a.m. - 2:30 p.m. Weekdays	8	1	5	40
	2pm - 5pm Weekdays	3	1	5	15
	1/2 hour lunch Weekdays (As Needed)	0.5	1	5	2.5
	6 a.m. - 2:30 p.m. Weekends	8	1	2	16
	2pm - 7pm Weekends	5	1	2	10
	1/2 hour lunch Weekends (As Needed)	0.5	1	2	1
	11 a.m. - 5 p.m. Weekends (As Needed)	6	1	2	12

Beach Parking Lots, Continued					
Washington Street	6 a.m. - 2:30 p.m. Weekdays	8	1	7	56
	1:30 p.m. - 10 p.m. Weekdays	8	1	7	56
	1/2 hour lunch Weekdays (As Needed)	1	1	5	5
	11 a.m. - 5 p.m. Weekends (As Needed)	6	1	2	12
62nd Street	As Needed				
Dockweiler Imperial	6 a.m. - 2:30 p.m. Weekdays	8	1	7	56
	1:30 p.m. - 10 p.m. Weekdays	8	1	7	56
	1/2 hour lunch Weekdays (As Needed)	1	1	5	5
	11 a.m. - 5 p.m. Weekends (As Needed)	6	1	2	12
Dockweiler Bluff	As Needed				
Grand Avenue	As Needed				
Torrance	8 a.m. - 4 p.m. Weekends (As Needed)	8	1	2	16
White's Point / Royal Palms	8 a.m. - 4:30 p.m. Weekends	8	1	2	16
	1/2 hour lunch Weekends (As Needed)	0.5	1	2	1
Marina Del Rey Parking Lots					
#1 (Parcel W - Fisherman's Village)	9 a.m. - 5:30 p.m.	8	1	7	56
	4:30 p.m. - 1 a.m.	8	1	7	56
	1/2 hour lunch (As Needed)	1	1	5	5
	5 p.m. - 1 a.m. Weekends	8	1	2	16
	11 a.m. - 5 p.m. Weekends	6	1	2	12
Parcel W Overflow	As Needed				
#2 (Parcel 49R - Launch Ramp)	5 a.m. - 12 p.m. Weekends	6.5	1	2	13
	1/2 hour lunch Weekends	0.5	1	2	1
#3 (Parcel A - North Jetty) (meters)	Not Applicable				
#4 (Parcel 49M)	As Needed				
#5 (Parcel U)	As Needed				
#7 (Parcel Q)	As Needed				
#8 (Parcel QT)	As Needed				
#9 (Parcel N)	As Needed				
#10 (Parcel I)	As Needed				
#11 (Parcel GR)	As Needed				
#12 (Parcel FF)	As Needed				
#13 (Parcel 3S)	As Needed				
Parcel 45L	As Needed				
Parcel 77	As Needed				
Chace Park (CP)	As Needed				

Management					
Supervisors					
Southern Area (White's Point, Torrance, Grand, Dockweiler Bluff, Dockweiler Imperial, 62nd Avenue, Fisherman's Village, County Lot, Overflow, Lots #2, #4, #5, #7, #8)	5 a.m. - 11 p.m.	18	1	7	126
Central (Lots #9, #10, #11, #12, #13, North Jetty, Washington, Venice, Rose, Will Rogers 1, Fisherman's V.)	5 a.m. - 1 a.m.	20	1	7	140
Northern (Will Rogers 3, Will Rogers 5, Topanga, Surfrider, Point Dume, Zuma, Nicholas Canyon)	5 a.m. - 8 p.m.	15	1	7	105
Contractor Representative (CR)	Number of CRs				
	8 a.m. - 5 p.m.	8	1	5	40

Total Winter Weekly Hours			
	Winter Weekly Hours	Number of Winter Weeks	Total Annual Winter Hours
Attendant	807	34	27,438
Supervisor	371	34	12,614
Contractor Representative	40	34	1,360

Aggregate Hours			
	Summer	Winter	Annual Hours
Attendant	28,530	27,438	55,968
Supervisor	7,497	12,614	20,111
Contractor Representative	720	1,360	2,080

* Schedule of hours subject to change to incorporate FTE / Lunch relief hours not included in hourly sum total.

d. Employee Training. Provide your policies and procedures for training your employees.

Modern Parking's commitment to our clients and customers is to offer professionally trained employees. Employees are introduced to methods of delivering quality service, effective customer communication, and the importance of making a good first and last impression.

Customer service, safety, revenue control, reporting, and auditing are all part of our customized client performance training package. Employees are given the beginning training sessions upon hiring. The training is ongoing with monthly training classes. The expectation is that employees will attend a minimum of four corporate training sessions annually.

Modern Parking places a high value on site instruction and environment awareness. Prior to being placed in a position, and after interaction with the on-site manager, employees are educated in the specifics of the facility at which they will be working, including site-specific customer service requirements and safety concerns. Training focus includes:

- Thorough opening and closing procedures, including cash handling
- Appropriate customer greetings
- Detailed ticket processing procedures, including complimentary tickets, lost tickets, manual validations, promise-to-pay and other legal agreements, and guidelines for disabled ticket processing
- Troubleshooting
- Record Retention

MPI's customized customer training program is built on a few guiding principles:

- Performance achievements begin with hiring qualified employees, providing comprehensive and continuous training, setting high expectations, fostering good judgment, and evaluating performance. The majority of MPI's employees is recruited locally and, with multi-faceted training, has contributed substantially to MPI's success.
- Training is part of our corporate culture. Employees are trained in classroom settings and on the job. Cross-training is incorporated into ongoing activities to provide depth of coverage of core processes for different positions. For each client, a customized training schedule is developed and monitored. Goals and performance standards are set and are built into ongoing program and employee evaluations.
- Employees are empowered and quality customer service and good judgment are emphasized. Management leads by example. All senior management members have worked their way up to their positions. Career ladders are defined to encourage and motivate the staff and enable high performers to grow within the company as assume leadership positions. Professional qualities are fostered at all levels of the organization to create a congenial and harmonious work environment that contributes to high morale.
- Performance matters. At MPI we compete for business and for renewal of business. Employees are trained to be aware that their performance is a critical component of overall success. Each staff member is selected carefully, encouraged to bring a "can do" attitude to their job, become an integral member of operating teams, and be a valued contributor to achieving realistic results.

- Our management team is fully engaged with operations. All members are on-site during start-up and transition and play a direct role in customizing details of the transition plan and insuring that all details are addressed successfully. From the outset of a new assignment, customized performance measures are established.
- One of the greatest services we can provide to our customers is a safe environment. In that regard, Safety Awareness is addressed in most of our training sessions. Employees are trained to identify and eliminate exposures that pose a hazard to customers or other employees.

MPI's customer training program is based on the human resource industry's best practices. As Peter Drucker once said:

"We live in an age of unprecedented opportunity. If you've got ambition and smarts, you can rise to the top of your chosen profession, regardless of where you have started out. But with opportunity comes responsibility. It is up to each person to carve out his/her place, to know when to change course, and to keep oneself engaged and productive."

MPI has embedded this ethos in our workplace culture and designed its successful training program accordingly.

We know that people learn in different ways. Some read, others are listeners, some learn best via interactive media and role playing, others through hands-on training. MPI's training program incorporates all these training approaches into a comprehensive program customized to motivate employees to meet and exceed customer expectations. Components of the program include:

- In-class training
- Training video
- On-the-job training
- Cross-training
- Motivational training
- Case studies from MPI's experience
- Team Roles and Responsibilities
- Evaluation and feedback

It is the policy of Modern Parking, Inc., to proactively support and foster opportunities for employee development and advancement. We have found that such opportunities, as well as our monthly outstanding service award program, provide positive incentives for employees to parallel both the philosophy of service delivery and fiscal objectives of our company.

Safety and Risk Avoidance Training Programs

Modern Parking's Safety and Risk Avoidance Training Programs are supported by the Risk Manager, Human Resources, and a safety committee comprised of select MPI supervisors who meet weekly to review safety and operational issues. In addition to basic safety training, site-specific procedures are honored and unique concerns of assigned facilities are thoroughly addressed.

All members of the risk management department, as well as on-site employees, are trained to follow comprehensive claims reporting procedures. Modern Parking has successfully reduced the number of claims at numerous facilities by adhering to a thorough risk management program:

- Integrity assessment tools for hiring
- Initial and ongoing Safety and Customer Service Training
- Regular inspections utilizing a location checklist
- Immediate action to eliminate identified exposures and hazards
- Follow-up inspection and review, and immediate adjustments, if necessary
- Weekly safety committee meetings
- Supervisor monitoring to ensure claims procedures are being followed
- Signs and notices posted in compliance with state and local laws

Modern Parking tailors our training programs to best serve the unique needs of each site. Prior to the initiation of management, MPI will present to the County an operating procedures manual describing parking operations for the Beaches and Harbors facilities.

Working with physically impaired customers

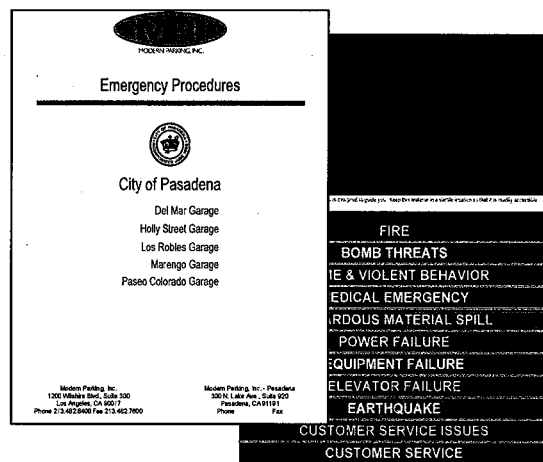
With a substantial presence in the medical industry, Modern Parking is thoroughly familiar with ADA parking provisions and guidelines. It is our job to ensure signage and designated ADA pathways are clear to provide ease of entry/exit.

MPI employees must have thorough directional knowledge in order to effectively assist those with disabilities to wheelchair access routes and elevators. Employees are also trained to provide informational assistance with amenities available to disabled visitors and directional guidance, such as beach wheelchairs available at some County beaches.

All Modern Parking employees must observe MPI's "10-Foot Rule" – offering assistance to any customer within 10 feet.

Emergency Procedures

MPI employees are trained in procedures for handling on-site emergencies such as bomb threats, fire, earthquake, and other disasters. Modern Parking will coordinate with the Department to train, develop and maintain procedures for emergency operations L.A. County Beaches and Harbors.



Job Skill Inventory

MPI maintains an electronic log of all orientation, safety, customer service and site-specific training completed by each employee. In addition, agendas of each session attended are kept in employee files. Also tracked are all seminars and courses attended by Human Resources personnel.

Our on-site personnel conduct meetings that are safety specific and cover various topics. The personnel attending the meeting are also documented in the facility log book. Similar to other venues that we manage, our goal is to provide direct training for full-time employees and support personnel. It is essential to grow the pool of skilled employees familiar with duties and customer service expectations.

Safely Surrendered Baby Law

Modern Parking understands the County's commitment to educating others regarding the Safely Surrendered Baby Law. MPI will support this commitment by both ensuring our employees are informed about the law and posting the informational poster in our place of business including MPI's headquarters, field office in Marina Del Rey and other appropriate locations.

Earned Income Credit

MPI understands its obligation to notify its employees, and to require our subcontractors to notify their employees, of their possible eligibility for the Federal Earned Income Credit, and will provide notices as dictated by the Internal Revenue Service.

Uniforms

MPI's uniforms are designed to complement any parking facility. Our standard uniforms for assistant managers, cashiers, attendants, and lot personnel are comprised of white shirt, black slacks, burgundy vests, black and burgundy tie, and black shoes. Our on-site managers wear a black blazer, white shirt, black pants, black tie, and black polished shoes. Often our uniforms are customized to our clients' preferences, and Modern Parking is prepared to customize our uniforms to suit beach conditions and meet County approval. Uniforms are clean and pressed weekly.

MPI's identification badges are worn at all times when an MPI parking facility employee is on duty. Our standard badges are laminated and contain a current employee picture, name of the employee, the MPI logo, and the name of the parking facility or associated business name. MPI identification badges can also be customized per Department specifications.

Please note **Appendix B** for examples of MPI's Customer Service, Safety, and Site-Specific Cashiering training programs.

- e. **Reports and Logs.** Describe your ability to provide the reports and logs as required in the Statement of Work, Section 11.0. Provide any samples of reports that may be similar to those that are required for the Contract.

eParkPro[®] Total Quality Management

All MPI employees receive detailed training to yield thorough and accurate reporting. Many of our reports are generated with the assistance of eParkPro[®], our proprietary parking revenue control software package. eParkPro creates several reports which are typically used in the parking industry including ticket summaries, revenue summaries and many others. Our operational staff is trained in Microsoft software products including Outlook, PowerPoint, Word and Excel.

Many of our clients make significant investments in revenue control equipment and its reporting capabilities. Our goal at each at each location is to augment our current reporting package by integrating the existing equipment and accompanying reports to the fullest extent possible. Parkeon, KIS, and other custom revenue access products are downloaded into Microsoft Excel formats for customized review of data. Fluctuations in revenue are researched and require operations review and explanation.

MPI ensures transparency and tailors reporting to the needs of our clients. The following reports have been drafted for use for Beaches and Harbors and can be viewed in **Appendix C**:

- Daily Parking Lot Log
- Standard Claim Form
- Incident Report
- Customer Complaint Tracking
- Cash Drop Log
- Free Entry Log
- Daily Cashier Report
- Parking Meter Revenue Report
- Pay and Display Collection Report
- Daily Deposit Summary
- Daily Activity and Revenue Report
- Daily Sales Tracking
- Daily Summary Report
- Income Statement Report
- Monthly Sales Report
- Convertible/Motorcycle Entry Log
- Bank Deposit Slip and Receipt

It is our goal at each location to use the existing equipment and the various reports that the system can provide to the fullest extent possible. On the occasion in which the owners require additional information that is not currently available from the revenue control system, MPI management and staff create custom reports in MS Office software such as MS Excel and MS Word.

Additionally, our Cashier Reports and Daily Reports are completed in Excel. These reports are entered in our proprietary accounting system (Park Pro), which creates several reports which are typically used in the parking industry, including ticket summarizes, revenue summaries and many others.

Independent Audit Reports

Modern Parking will use a certified public accountant to review the internal controls of the Beaches and Harbors operation. This will include financial and cash controls and financial reporting. MPI will meet the requirements included in Section 11.15 of the Statement of Work.

f. Justification of Part-Time Employees. If your staffing plan includes any part-time employees, attach a detailed justification why it is necessary to do so. Unjustified failure to use full-time workers may result in disqualification.

As noted in our proposal, Modern Parking plans to make every effort to fill all positions available in the staffing schedules with full-time employees. There are existing scheduled operating hours that require more than 8 hours, but less than 16 hours, and other shifts that are "as needed" on weekends, etc. Shifts that need the hours filled equaling less than full-time status may be allocated out of necessity to part-time employees. The goal will be to provide access to additional hours for employees working less than full time in order to cover any deficiency.

Modern Parking maintains a positive relationship with the Union that supports the Beaches and Harbor workforce operating under the collective bargaining agreement. The union has a health plan that supports full and part-time employees. They also offer rates of pay that do not distinguish between full and part-time status. There is no incentive or reason for Modern Parking to minimize full-time employment for workers, and this is not our approach in hiring employees in our organization. We believe that employees should have full-time employment available in order to support their needs and families.

We also plan to utilize properties that we manage outside of the Beaches and Harbors facilities to provide additional hours to employees. As stated, the use of part-time status is applied only when full-time hours and assignments are not available in the schedule. We are forecasting approximately 18% to 20% use of hours that will not, by itself, provide full-time employee status.

Modern Parking will follow the guidelines in the collective bargaining agreement for all employees, full and part time, including wages, vacation pay, health coverage, jury duty, and other associated benefits. Verification of pay can be accounted for in our payroll department and employee ADP check records.

7. Quality Control Plan (Form P-7)

QUALITY CONTROL PLAN

Proposer shall establish and utilize a comprehensive Quality Control plan to assure a consistently high level of service throughout the term of the Contract. The plan shall include, but not be limited to, the following:

1. **Describe the monitoring methods to ensure compliance with the Contract work requirements, including:**

- **An inspection system covering Parking Lots, Equipment and meters;**



The cornerstone of MPI's Quality Control Program is a comprehensive inspection and reporting system tailored for each facility according to contract requirements, client needs and goals, and site-specific procedures for accident prevention and equipment monitoring. The MPI Transition Team assigned to Beaches and Harbors will ensure all inspection components are included in our program including daily site procedures, automated equipment and meters review, employee performance, including the use of receipt issuance devices, reporting, and communication.

Daily inspections will include:

- Cashier will inspect the lots that they staff and report any problems associated with equipment including receipt issuance devices and report events related to use of all automated equipment. Problems associated with the physical appearance of the lots, including damage to asphalt, structures, or other County property will be reported upon observation.
- Supervisors will inspect lots for automated equipment and meter function. Reporting documents for all equipment will be reviewed for accuracy. Cashier equipment will be tested and examined. Equipment problems will be noted and brought to the immediate attention of the Contractor's Representative (CR). Problems associated with the physical appearance of the lots, including damage to asphalt, structures, or other County property will be reported upon observation.
- The CR and Modern Parking corporate personnel will inspect the lots on a regular basis to monitor appearance, equipment function, and operational performance.
- Our staff is prepared to address and repair broken gate arms, cleaning of equipment exterior, signage and minor graffiti, and will promptly report all other maintenance problems to the County per Department guidelines.

Unanticipated site visits by representatives from our Risk Management department, Human Resources and corporate management staff will complement the ongoing inspection process. Methods of assessment include site observation, review of documentation and reporting, and testing.

Ongoing communication between facility management and corporate management is essential. The CR and Supervisors must submit all inspection reports and address areas of concern to the immediate corporate manager and corporate office. Our corporate office conducts regularly scheduled management meetings to review quality control checklists, including follow-through items and assessment of progress.

- **Methods for ensuring continuing services to the County in the event of a strike;**

Our union contract and bargaining agreement maintains a "no strike" provision in Article 8a. The union agrees that during the 5-year term or any extension thereof, there shall, without any exception whatsoever, be no strikes, shutdowns, picketing, sympathy strikes or work stoppages of any kind. Therefore, it is highly unlikely that there will ever be any kind of employee related action that will stop services.

A key component of the success of our operations depends on the ability to provide capable, informed staff members at all times. As a local company, a vast majority of MPI's 550 staff members are based in Los Angeles County and can be dispatched immediately upon very short notice. MPI management trains and schedules employees to work multiple locations in a given geographical area as part of our regular, ongoing training program. Additionally, a highly skilled, informed supervisory and management staff must be in place to support uninterrupted procedural compliance.

For example, our operations team manages numerous events at the Forum that require 30 - 50 staff members comprised of cashiers, traffic directors, and supervisors. We have effectively trained over 150 staff members in this operation so that when employee constraints occur, we can sufficiently and effectively provide the operations team necessary to ensure professional services from a wide group of trained personnel.

A fundamental phase of our transition process will be to ensure an ample number of employees are trained and ready to support operations at Beaches and Harbors. MPI enjoys a positive relationship with the local labor unions; however, in the highly unlikely event of a strike, we will be able to dispatch knowledgeable, trained employees to support the Beaches and Harbors facilities.

- **An internal monitoring system of collections;**

A majority of the parking business at the County Beaches is a cash business. Safeguarding the cash is a major responsibility which Modern Parking does not take lightly. Very specific procedures will be put in place to ensure strong revenue controls. All cash revenue will be handled through a double custody process. No single employee will collect, report and deposit cash without oversight. Several management personnel will verify the revenue throughout the accounting process. In addition, a CPA will review our collection and reporting process and provide direction based on accounting processes.

All tickets/receipts issued will be issued in sequential order. The starting and ending numbers will be recorded on the Shift Report and Facility Report. The cashiers, supervisors and office staff will ensure that there is no break in sequence. Counter readings will also be used at the various manned locations. Both the opening and closing numbers will be noted on the Shift Report and Facility Report. A comparison of the ticket sales and counter readings will be made. Any differences will be researched and documented on the Facility Report.

A significant investment will be made in new revenue control equipment. It is our intention to use the full reporting capabilities of these devices. Reports from both the pay-and-display units and the automated parking receipt issuance devices will be used to reconcile revenues. The reports generated will be reviewed to ensure that the date and time of the start of the shift matches the ending date and time of the prior closing shift. The automated machine report totals will be reconciled to the Facility report totals daily.

Modern Parking maintains the highest level of integrity that can be applied to the collection and securing of revenues for our owners and clients. Any discrepancies are disclosed immediately and we check for counterfeit currency in a responsible fashion.

Cashiers operate under the direction of the supervisors. Their activity and service standards are directed and monitored on a continual basis. Customer courtesy and respectful attitudes are required at all times. All revenues collected are identified through inventory recordings, receipt reports, counters, deposits and a series of revenue reports.

Revenue control is an important part of our management strategy and rarely seen by the average customer with the exception of activity occurring in the entry lanes and performed by cashiers for customer exceptions. The automated parking receipt issuance equipment provides necessary documents to support cash and credit collections, as well as revenue movement for banking purposes. The Pay-and-Display equipment will be monitored very closely for meeting operational conditions in order to limit down time and correspond with the County for maintenance requests.

Supervisors are responsible for the daily collection of pay-and-display revenue in accordance with machine key controls, machine generated transaction tapes and reports. Cash revenue collections are accounted at each individual machine, and the revenue collections are taken to the parking office for reconciliation and bank deposit preparation.

Revenue Control

MPI believes that our clients' needs are best addressed by providing a solid foundation for the effective management of our clients' parking revenue. Our auditing team, lead by a professional with over 25 years of experience in the parking consulting and auditing field, ensures that this is accomplished by having three major MPI management policies in practice at all times:

- Maintain a strong revenue control policy
- Provide our clients with transparent, accurate, and timely monthly reports
- Oversee day-to-day operations with a diligent and unyielding auditing program

MPI's fiduciary relationship with our clients requires that cash management be addressed with the highest of priority. At MPI headquarters, we utilize our custom written software, eParkPro®, to administer revenue control on each of our 154 managed and leased parking facilities.

A solid revenue control policy and the timely delivery of accurate monthly reports is just one part of "revenue management." Completing the full circle is a diligent and unyielding auditing program that enables MPI to provide clients with a transparent and accountable service. In addition to our internally developed procedures, MPI subscribes to the principles of auditing as outlined by the International Parking Institute. The findings of our auditing program are always available to property

owners/managers upon request. MPI's auditing process is one of the most thorough and extensive in the industry. Our auditing staff utilizes their years of auditing experience and loss prevention training to ensure the highest level of revenue management.

Modern Parking has a comprehensive revenue control and audit program which includes reviewing all location reports, performing spot audits, lot shops on cashiers and complete revenue audits. The audit reports are sent to the location supervisor and senior management. The Vice President of Quality and Revenue will meet with the supervisor to discuss the findings and recommend corrections to improve revenue control procedures. The location supervisor will then meet with the on-site manager and other location staff to discuss the audit and make any corrective action necessary. Following are just some of the various audits routinely performed by MPI staff:

- On-site Audit
- Deposit Verification
- Facility Review
- Mystery Parker Lot Shop
- Booth Audit
- Cash Composite Audit
- Revenue Audit
- Payment Card Industry Data Security Standard (PCI - DSS) audit

On-Site Audit

Strong revenue controls begin at the cashier level where the transactions are processed. The supervisor, clerk, and cash counter, will review all cashier reports and machine reports to ensure accurate completion, correct addition, and that cash drops reconcile to the Cashier Reports. All exception tickets are reviewed by the supervisor to ensure the tickets are properly documented and authorized.

As specified in Section 3.2 of the Statement of Work, Modern Parking will perform a minimum of one surprise cash count each quarter of the contract year for each parking lot. The surprise count may be attended by the CA or other designated County representative.

Deposit Verification

MPI's Accounting Department receives a daily deposit report from our bank for all our locations. This information is downloaded into our eParkPro© system, which matches the deposit information with the reported income for each location. Any missing deposits or discrepancies between the deposit amount and the reported income are immediately researched.

Facility Review

Our Corporate Audit Team will visit each facility quarterly to conduct a site visit. The inspection will include the overall condition of the facility such as appearance and lighting, Cashier adherence to County dress code standards and Department approved MPI uniform and identification requirements, ensuring proper function of revenue control equipment, compliance with standard operating procedures, and a review of any risk management issues such as oil spots or trip hazards.

The CA will be orally informed within 12 hours, and in writing within 24 hours, upon discovery that facility equipment belonging to the County is in need of repair.

Mystery Parker Lot Shop

Lot shoppers visit each location throughout the year to assess customer service. The lot shopper poses as a customer and parks in the facility for a certain amount of time. At the time of entry, the shopper visits the cashier booth. The receipt being processed by the cashier is observed and the shopper pays the amount requested by the cashier. Any variances in proper procedures are noted. The shopper exits the location later and then completes a Lot Shop report that details, among other things, the receipt number, time of entry, time of exit, description of the cashier, and the demeanor and courtesy of the staff encountered. The reports are then forwarded to the Auditing Department, who will pull the necessary reports for the day in question and verify collected revenue. Each lot shop is not only a test of the cashier to ensure that they are compliant with transaction processing procedures, but also a review of the cashier's appearance and their customer service skills. This information is used for both employee training and performance evaluations.

Booth Audit

In a booth audit, a member of the Audit Department works alongside a cashier for their entire shift. The auditor records each transaction processed by the cashier during their shift. This includes noting the time of the transaction, the transaction numbers, and the revenue collected. The revenues from the day of the booth audit are then compared to those of prior days and months. Any deviation in the number of uncollected customer transactions, average receipt numbers, or average cash ticket collected is investigated.

Other Audits

Other audits routinely performed by our Audit Department include Payment Card Industry Data Security Standard (PCI - DSS) audit, petty cash audit, cashier spot audit, a review of cancelled transactions, lane counters, equipment maintenance logs, ticket inventories, and many others.

MPI has created a specific Credit Card SOP Manual for locations that accept credit cards. The manual provides the managers, supervisors, clerks and cashiers specifics on what they must and must not do when handling sensitive cardholder information. The Payment Card Environment (PCE) is reviewed annually to ensure that it is in compliance with the current Data Security Standards as published by the PCI. The PCE review includes all parking equipment hardware and software, as well as the system and processes currently in place at the location. The PCI Self Assessment Questionnaire is completed for the company and reviewed on a regular basis to ensure continued compliance. Additionally, members of our corporate staff attend PCI training and seminars to ensure we are up to date on the latest issues.

- **Safety and accident prevention plan. (Form P-7, Item 1, Continued)**

As previously noted, one of the greatest services we can provide to our customers is a safe environment. Safety awareness is part of our initial, site-specific, and ongoing training programs. Employees are trained to identify and eliminate exposures that pose a hazard to both customers and other employees.

Modern Parking's Safety Program is directed by the Risk Manager. It is also supported by the Human Resources department and a specially appropriated Safety Committee, comprised of select supervisors who meet weekly to review safety and operational issues. All members of the safety committee are familiar with precise claims reporting procedures, and all employees received training on complying with these procedures. All measures, both general and site-specific, are included in our Quality Control inspection program and monitored as part of the condition of each facility.

Our staff will be trained to perform ongoing monitoring for the following safety concerns:

- Trip and fall hazards
- Oil spots
- Loose impediments such as metal, glass, or other items that can cause injury
- Customer waste and debris
- Toxic substances such as chemicals, gas etc.
- Landscape hazards such as tree branches and broken sprinklers

We will immediately inform the CA of hazardous conditions. In addition, we will provide warning signs, when necessary.

MPI will furnish safety equipment as follows for each facility:

- Fire Extinguishers (maintained annually)
- Flashlights and batteries
- First aid kits
- Flares

Upon assuming operations for new client properties, MPI has been able to significantly reduce claims losses at numerous locations by implementing a combination of intensive and repetitive training, "Zero Claims" motivation programs with monetary or other incentives, and an aggressive disciplinary program for unsafe or negligent behavior.

2. Describe the frequency of monitoring conducted. Who will perform the monitoring?



Monitoring is conducted at various times daily, weekly, monthly, or per incident / activity depending on the Quality Control measure. Frequency of monitoring may also be dictated by contract requirements. For example, per County guidelines, parking meters and automated pay machines must be emptied not less than three times weekly on Monday, Wednesday, and Friday before 10:00 a.m. or daily if revenue exceeds \$ 500/day; therefore, monitoring of revenue will be daily and review of associated documentation must be conducted on appropriate days, with weekly oversight by the Contractor Representative to ensure compliance.

As demonstrated in the accompanying Quality Control Checklist examples, frequency of monitoring will be implemented as directed by MPI operating procedures as well as contractual guidelines and additional

County requests. When and if short-term meters require collection due to full capacity, an MPI employee will attend to collections within two hours of inspection.

3. Describe the steps taken to correct deficiencies reported by the Department.

Deficiencies reported by the Department will be responded to with immediate acknowledgement, review, and subsequent actions to correct the item. If applicable, preventative adjustments will be made including employee review and adjustments to facilities procedures, training, and the Quality Control System.

As stated in Item 4.2 of the Statement of Work of the RFP, upon receipt of a Contract Discrepancy Report, MPI will be responsible for responding with acknowledgement in writing to the Administrator within 3 workdays, and a plan to correct the deficiency will be submitted within 5 workdays.

4. Describe your response time to complaints received from the Department.

As noted above, Modern Parking will respond to the Department immediately to acknowledge and understand the nature of the complaint, with formal written communication adhering to Department guidelines. Calls will be returned promptly during business hours, and on reasonable notice 24 hours per day. Our management staff maintains contact with our on-site personnel through daily phone and e-mail requirements. With the use of Blackberry devices, all of our management staff, both on-site and corporate, have instant communication with one another and with clients. Blackberry technology allows our corporate executives and operations personnel to provide direction and support from the office or home.

Additionally, our MPI corporate field team is available 24/7 to address on-site management and assist our site operations with increasing operability during various evening and weekend periods. All of our facility managers and corporate personnel are provided Blackberry technology for immediate cellular and email access.

5. Describe your documentation methods of all monitoring results, including any corrective action taken.

Supervisors and Management meet weekly at MPI headquarters for regularly scheduled staff meetings. An assessment of quality control checklists is conducted, with discussion of subsequent actions and preventative measures. Weekly activity reports will be maintained to measure follow-through, future performance, and whether additional actions must be taken. All reporting will be filed and made available to the Department at any time.

6. Provide samples of forms to be used in monitoring.

Please note pages 103-113 for examples of MPI's Quality Control Checklists for Beaches and Harbors. All reports will be submitted for County review and approval prior to implementation.

- Condition of Facility
- Equipment Function
- Employee Performance – Facility

- Employee Performance – Field Office
- Communication and Reporting
- Traffic Management
- Greening Practices
- Weekly Activity Report

Modern Parking also monitors feedback from customers, with a reporting system accompanied by sample reports described on pages 100-101. Utilizing this system, MPI will provide regular reports to the County detailing customer issue or feedback, subsequent actions taken, and end result within 10 days, as outlined in the RFP's Statement of Work, Item 11.6.

7. If available, please attach your firm's written quality control plan.

MPI delivery of quality services depends upon extensive monitoring, attention to detail and quick response in remedial situations. MPI employs a three-pronged approach to quality control: at the site, ongoing reporting and reviewing outcomes at headquarters, and feedback from clients, customers, and the community. Methods for monitoring service include, but are not limited to:

- Numerous Quality Control Checklists and Reporting
- Equipment maintenance and repair logs
- Customer compliments and complaints
- Number of transactions fulfilled by exit lane cashiers
- Audible assistance activity generated between staff and customers
- Lot management inspections
- Shopping audits and employee appearance/integrity reports
- Customer exit lane exit times
- Team efforts provided by 3rd party security, janitorial staff, and interaction
- Authority management meetings

On-Site:

At MPI, on-site staff and supervisors must perform and adhere to routine quality assurance inspections and examination. Quality Control Checklists examine delivery of customer service, condition of each facility of operation, and compliance with MPI procedures and protocols. Inspections are performed regularly and must be documented and reported by on-site management. Please refer to pages 103-113 for examples of MPI's numerous Quality Control Checklists.



As noted earlier, Modern Parking maintains the highest level of integrity that can be applied to the collection and securing of revenues for our owners and clients. Any discrepancies are disclosed immediately and we check for counterfeit currency in a responsible fashion.

Our operations and management teams reconcile all transient revenue collections against register tapes, counters, and cashier reports for accuracy. Cashiers are responsible for any and all uncollected funds. Revenue safe drops are handled by the cashier and supervisor through a double custody procedure. Similarly, when a clerk opens a safe to count all cashier drops from the previous day, a double custody

count is applied between the clerk and manager. Safe deposit records are reconciled against the previous day's cashier collection by the facility or services manager.

All sales records including validations, permits, and other transactions are monitored through sequentially numbered units. These units are measured against inventory records for accuracy in our corporate office accounting department. Should units be sold out of sequence or order, our auditing department is notified for immediate review. Revenues are tracked through and reconciled against bank deposit records.

Equipment

Modern Parking implements comprehensive inspection and maintenance programs tailored for each facility. Staff must adhere to equipment examination, cleaning, and testing as directed by the manufacturer maintenance program. Light maintenance occurs daily to ensure optimal function and customer benefit for full use of all revenue equipment.

Modern Parking staff assigned to Beaches and Harbors will be fully trained and experienced in each aspect of all equipment function, including approved cleaning products to attend to external parts and covers. Each machine's outer surfaces are cleaned daily and maintained free of stickers, graffiti, and other blemishing factors.

Our staff is thoroughly experienced interfacing with revenue control equipment and can troubleshoot problems with accurate, effective solutions in order to maintain operating standards. We will track and log each machine's activity and mechanical conditions at each facility. Modern Parking will report any mechanical problems to the Department and assist in facilitating vendor communication and repair.

At MPI Headquarters:

MPI maintains stringent Quality Control Goals and Measures for our facilities to ensure the needs of the clients, customers, and communities in which we operate are being met and exceeded. At MPI headquarters, regularly scheduled staff and management meetings, assessment of quality control checklists, and assurance of follow-through are performed and summarized with regular reporting to clients. MPI commonly augments our general reporting package with any additional requests by the client. Additionally, on-going communication between operations management at MPI headquarters and on-site management is essential.

MPI believes that our clients' needs are best addressed by providing a solid foundation for the effective management of our clients' parking revenue. Our auditing team, lead by a professional with over 25 years of experience in the parking consulting and auditing field, ensures that this is accomplished by having three major MPI management policies in practice at all times:

- Maintain a strong revenue control policy
- Provide our clients with transparent, accurate, and timely monthly reports
- Oversee day-to-day operations with a diligent and unyielding auditing program

MPI's fiduciary relationship with our clients requires that cash management be addressed with the highest of priority. At MPI headquarters, we utilize our custom written software, eParkPro®, to administer revenue control on each of our 165+ managed and leased parking facilities.

MPI maintains ongoing compliance with credit card PCI-DSS. Examples of this compliance can be seen at:

- Paseo Colorado, Pasadena
- Del Mar Station, Pasadena
- Holly Street Garage, Pasadena
- Marina Del Rey Hospital

MPI has created a specific Credit Card SOP Manual for locations that accept credit cards. The manual provides the managers, supervisors, clerks and cashiers specifics on what they must and must not do when handling sensitive cardholder information. The Payment Card Environment (PCE) is reviewed annually to ensure that it is in compliance with the current Data Security Standards as published by the PCI. The PCE review includes all parking equipment hardware and software, as well as the system and processes currently in place at the location. The PCI Self Assessment Questionnaire is completed for the company and reviewed on a regular basis to ensure continued compliance. Additionally, members of our corporate staff attend PCI training and seminars to ensure we are up to date on the latest issues.

Audit Functions

A solid revenue control policy and the timely delivery of accurate monthly reports is just one part of "revenue management." Completing the full circle is a diligent and unyielding auditing program that enables MPI to provide clients with a transparent and accountable service. In addition to our internally developed procedures, MPI subscribes to the principles of auditing as outlined by the International Parking Institute. The findings of our auditing program are always available to property owners/managers upon request. MPI's auditing process is one of the most thorough and extensive in the industry. Our auditing staff utilizes their years of auditing experience and loss prevention training to ensure the highest level of revenue management.

Modern Parking has a comprehensive revenue control and audit program which includes reviewing all location reports, performing spot audits, lot shops on cashiers and complete revenue audits. The audit reports are sent to the location supervisor and senior management. The Vice President of Quality and Revenue will meet with the supervisor to discuss the findings and recommend corrections to improve revenue control procedures. The location supervisor will then meet with the on-site manager and other location staff to discuss the audit and make any corrective action necessary.

Feedback from Clients, Customers and the Community:

In addition to feedback from customers on the site which are recorded in a log for management and client review, MPI maintains a web page that allows customers to post comments. Client and customer comments are discussed at weekly senior management meetings so that proactive action can be undertaken if needed.

Customer Inquiries and Complaints

Modern Parking has instituted a number of instruments to track service delivery conditions at the facilities we operate. MPI has implemented an electronic customer service tracking system for customers that experience conditions for which they wish to voice concern or a complaint. The MPI website provides access for customers to contact our office and request information, review parking products, or document a complaint.

Our goal is to contact our customers directly to resolve pending issues and, when appropriate, take corrective employee measures or adjust policies and procedures. Customer communication and feedback is

Our cashiers and attendants are trained on how to quickly direct a customer inquiry or concern to the Supervisor, who will make a decision as to whether additional support from the Contract Representative or other Corporate Executive Support is warranted. All inquiries and complaints received by are logged in the tracking system, and any open or pending issues are reviewed weekly with resolution of inquiries documented for future reference.

Example: MPI Complaint Tracking System

Technology

MPI also uses technology to assist management and staff in all of these monitoring activities. For example, staff checks in using a biometric time device which utilizes a fingerprint sign-in procedure, verifying who is on location and for what period of time. Security cameras are used in many of our sites and are networked so that central operating sites have both visual and verbal connections. Revenue control equipment enables a close monitoring of daily cash flows and information is forwarded to MPI's central office for verification. Quality control measures are routinely applies using audits, shop audits, and inspections by management.

Some locations install traffic cameras and sensors to provide real time information to customers on access situations and the availability of parking at each parking site. The City of Pasadena is in the process of installing a parking guidance system and MPI is collaborating with City staff on that project. And the City of Glendale uses parking sensors in some of its public parking facilities. MPI assists its public sector clients with grant applications for capital improvements that facilitate operations and increase customer service.



It is our goal to provide the highest level of parking services and efficient access for visitors of L.A. County Beaches and Harbors. Modern Parking will meet quality control requirements by providing training to on-site employees, direction to facility management to meet standards of professionalism and compliance through internal auditing. This will be achieved by providing full-time review and corporate oversight from our internal auditing and quality control department.

Quality Control Checklist Templates: Beaches and Harbors



Quality Control L.A. County Beaches & Harbors Goals & Measures



Condition of Facility

Facility _____

Item	Method of Assessment / Inspection	Frequency / Submission Due	Scheduled	Inspector / Title	Corrective Action	Report Submitted / Date
Parking Equipment Function	Inspection / Testing / Maintenance Rep.	Daily	Yes	CR or Supervisor		
Parking Equipment Cleanliness	Visual Inspection	Daily	Yes	CR or Supervisor		
Short Term Meter Collections	Inspection of Documentation	Mon./Wed./Fri. before 10 a.m. or more per Sup.	Yes	CR or Supervisor		
Signage	Visual Inspection	Daily	Yes	CR or Supervisor		
Lighting	Testing / Visual Inspection	Daily	Yes	CR or Supervisor		
Graffiti	Visual	Daily	Yes	CR or Supervisor		
Trash & Debris	Visual	Daily	Yes	Attendant or Supervisor		
Condition of Paint	Visual	Daily	Yes	CR or Supervisor		
Hazardous Conditions	Visual	Every 2 hours	Yes	Attendant or Supervisor		
Lot Floor (Oil, etc.)	Visual	Daily	Yes	Attendant or Supervisor		
Walkways	Visual	Daily	Yes	Attendant or Supervisor		
Areas NOT under MPI control	Visual	As needed or instructed by County	No	CR or Supervisor		
Clean Booths	Visual	Daily	Yes	CR or Supervisor		
Other Cleaning or Maintenance	Visual	Daily	Yes	CR or Supervisor		

Notes:



Quality Control
L.A. County Beaches & Harbors
Goals & Measures



Equipment Function

Facility _____

Item	Method of Assessment / Inspection	Frequency	Scheduled	Inspector / Title	Corrective Action Taken	Report Submitted / Date
Pay & Display	Testing and / or Visual Inspection	Daily	Yes	CR or Supervisor		
Handheld	Testing and / or Visual Inspection	Daily	Yes	CR or Supervisor		
Exit Spikes	Testing and / or Visual Inspection	Daily	Yes	CR or Supervisor		
Auto Gate Collector	Testing and / or Visual Inspection	Daily	Yes	CR or Supervisor		
Parking Meters / Card Readers	Testing and / or Visual Inspection	Daily	Yes	CR or Supervisor		
Gate Arm Box / Gate Arms	Testing and / or Visual Inspection	Daily	Yes	CR or Supervisor		
Cash Canisters	Testing and / or Visual Inspection	Daily	Yes	CR or Supervisor		
Vehicle Counter / Loop Detector	Testing and / or Visual Inspection	Daily	Yes	CR or Supervisor		
Kiosk	Testing and / or Visual Inspection	Daily	Yes	CR or Supervisor		
Safety						
Fire Extinguisher	Inspection / Expiration Date	Monthly	Yes	CR or Supervisor		
Flares	Inspection	Daily	Yes	CR or Supervisor		
Flashlight	Testing and / or Visual Inspection	Daily	Yes	CR or Supervisor		
Batteries	Testing and / or Visual Inspection	Daily	Yes	CR or Supervisor		
CA approved first-aid kit	Inspection	Daily	Yes	CR or Supervisor		

Notes:



Quality Control L.A. County Beaches & Harbors Goals & Measures



Communication and Reporting

Facility _____

Item	Method of Assessment	Frequency / Submission Due	Scheduled	Inspector / Title	Corrective Action Taken	Report Submitted / Date
Communication						
Meeting: CR with County's Contract Administrator	Summary Report	Weekly	Yes	MPI Mgmt.		
Responding to calls from County	Communication Log	Periodic	No	CR and MPI Home Office		
CR Performance Evaluation	Review	Ongoing / determined by County	Ongoing / determined by County	MPI and County		
Timeliness of Unanticipated Personnel Replacement	Oversight / Review of Records	Within 3 Hours	Per Incident	CR and MPI Home Office		
Reporting						
Surprise Cash Count Reconciliations	Oversight	1+ per Quarter	No	CR		
List of all Current MPI Employees	Review of Documentation	As needed	No	Human Resources		
Daily Submission and Maintenance of Deposit Slips	Review of Documentation	Daily	Yes	CR		
Parking Ticket Records	Review of Documentation	Daily	Yes	CR		
Daily Parking Lot Log	Review of Documentation	Daily	Yes	CR		
Incident Reports	Review of Documentation	Within 12 hours of occurrence; immediately if bodily injury	No	CR		
Repair or Maintenance Needs	Review of Documentation	Orally within 8 hours, written within 12 hours	Yes	CR		

Item	Method of Assessment	Frequency / Submission Due	Scheduled	Inspector / Title	Corrective Action Taken	Report Submitted / Date
Reporting, Continued						
Meter Malfunctions	Review of Documentation	Upon Notice	No	Supervisor or CR		
Customer Inquiry and Complaint Resolution	Review of Documentation	Report to County within 10 days of	Yes	CR		
Cash Drop Log	Review of Documentation	Daily	Yes	Supervisor		
Daily Free Entry Log	Review of Documentation	Daily	Yes	Supervisor		
Daily Cashier Report	Review of Documentation	Daily	Yes	Supervisor		
Parking Meter Revenue Report	Review of Documentation	Each time meters are emptied	Yes	Supervisor		
Pay & Display Fee Collection machine Report	Review of Documentation	Daily	Yes	Supervisor		
Daily Deposit Summary	Review of Documentation	Daily	Yes	Money Counter / CR Oversight		
Daily Activity & Revenue Report	Review of Documentation	Daily	Yes	Money Counter / CR Oversight		
Monthly Activity and Revenue Reports	Review of Documentation	10th of each Month	Yes	CR / MPI Mgmt.		
Independent Audit Reports	Review of Scheduling	45 days after start date, 45 days after each contract yr.	Yes	MPI Mgmt.		
Notes:						



Quality Control
L.A. County Beaches & Harbors
Goals & Measures



Employee Performance

Employee _____

Item	Method of Assessment	Frequency / Submission Due	Scheduled	Inspector / Title	Corrective Action Taken	Report Submitted / Date
Procedures						
Log: Free Entry	Review / Audit	Daily	Yes	Supervisor or CR		
Log: Convertibles & Motorcycles	Review / Audit	Daily	Yes	Supervisor or CR		
Permit Screening	Review / Audit	Daily	Yes	Supervisor or CR		
Assisting with Flow of Traffic	Observation / Ongoing Comm.	As Needed	No	Supervisor or CR		
Report non-compliance of Receipt Display	Observation / Ongoing	Daily, ongoing	Yes	Supervisor or CR		
Return of Voided Tickets	Review / Audit	Daily	Yes	Supervisor or CR		
Daily Reporting	Review / Audit	Daily	Yes	Supervisor or CR		
Meter Malfunctions	Inspection	Report Upon Discovery	No	Supervisor or CR		
Knowledge of County-appropriated "Fee Waivers"	Observation	Per incident	No	Supervisor or CR		
Timeliness	Observation / Review of time card	Each work day	No	Supervisor or CR		
Notification of Absence	Observation	Per Occurrence	No	CR or Supervisor		
Working knowledge of Receipt Issuance Devices	Observation	Ongoing	No	CR or Supervisor		
Compliance with Policies Regarding Uniform & Appearance	Observation / lot shops	Ongoing	No	Supervisor or CR		
Receipt of Parking Citations on-site	Track and Review	Per Occurrence, if Any	No	CR or Supervisor		
Customer Service Delivery						
Communication Regarding Parking Receipt Display	Observation	Ongoing / Daily	No	Supervisor or CR		

Item	Method of Assessment	Frequency	Scheduled	Inspector / Title	Corrective Action Taken	Report Submitted / Date
Customer Service Delivery, Continued						
Visibility & Accessibility to Patrons	Observation / Lot shops	Ongoing	No	Supervisor or CR		
Courtesy & Behavior	Observation / Lot shops	Ongoing	No	Supervisor or CR		
Familiarity with Area	Observation / Lot shops	Ongoing	No	Supervisor or CR		
Appropriate Body Language	Observation / Lot shops	Ongoing	No	Supervisor or CR		
Customer Claims and / or Complaints, Resolution	Review of complaint tracking system	Report to County within 10 days of complaint	Yes	Supervisor or CR		
Telephone Response Time	Review of communication log	Per incident	Yes	Supervisor or CR		
Issues Requiring Supervisor Follow-Up	Review of response time	24 hour response	Yes	CR		
Customer Suggestions	Follow - up	24 hour call to customer and response within 5 days	Yes	CR		
Safety Compliance						
Adherence to County Safety Rules and Regulations	Observations	Lot Audit	No	CR and Risk Manager		
Compliance with MPI Safety Rules and Regulations	Observation / Review of incident reports, if any	Lot Audit	No	CR and Risk Manager		
Knowledge of Emergency Preparedness and Response	Program developed, reviewed	Quarterly Review	No	CR and Risk Manager		
Greening Practices						
Efforts to reduce energy consumption, when possible	Observation / Ongoing Comm.	Ongoing	No	CR or Supervisor		
Efforts to recycle, when possible	Observation / Ongoing	Ongoing	No	CR or Supervisor		
Notes:						



Quality Control
L.A. County Beaches & Harbors
Goals & Measures



Employee Performance: MDR Field Office

Employee _____

Item	Method of Assessment	Frequency / Submission Due	Scheduled	Inspector / Title	Corrective Action Taken	Report Submitted / Date
Procedures						
Cash Counting	Verification	Daily	Yes	CR and MPI Mgmt.		
Adherence to Staffing Schedule	Observation and Review of Documentation	Ongoing	No	CR and MPI Mgmt.		
Timeliness	Observation and Review of Documentation	Ongoing	No	CR and MPI Mgmt.		
Call Response Time	Review of Documentation	Ongoing / As needed	No	CR and MPI Mgmt.		
Urgent Call Response Time	Review of Documentation	Ongoing / As needed	No	CR and MPI Mgmt.		
Reporting	Review of Documentation	Daily	Yes	CR and MPI Mgmt.		
Notification of Absence	Observation and Review of Documentation	As needed	No	CR and MPI Mgmt.		
Compliance with Policies Regarding Uniform & Appearance	Observation	Ongoing	No	CR and MPI Mgmt.		
Customer Service Delivery						
Knowledge of County parking pass policies	Observation and Discussion	Ongoing	No	CR		
Knowledge of Location Filming Procedures	Observation and Discussion	Ongoing	No	Film Coordinator		
Response to Customer Claims and / or Complaints, Resolution	Monitoring and Review of Documentation	Report to County within 10 days of complaint	Yes	CR and MPI Mgmt.		

Item	Method of Assessment	Frequency / Submission Due	Scheduled	Inspector / Title	Corrective Action Taken	Report Submitted / Date
Customer Service Delivery, Continued						
Courtesy & Behavior	Observation	Facility reviews and lot shops	No			
Familiarity with Area	Observation and Discussion	Lot shops	No			
Customer Suggestions	Observation and Review of Documentation	24 hour call to customer and response within 5 days	As needed			
Safety Compliance						
Adherence to County Safety Rules and Regulations	Observation	Lot shops	No	CR and Risk Manager		
Compliance with MPI Safety Rules and Regulations	Observation	Lot shops	No	CR and Risk Manager		
Knowledge of Emergency Preparedness and Response	Program developed; reviewed	Quarterly Review	No	CR and Risk Manager		
Greening Practices						
Efforts to reduce energy consumption, when possible	Observation / Ongoing Comm.	Ongoing	No	CR		
Efforts to recycle, when possible	Observation / Ongoing	Ongoing	No	CR		
Use of Recycled Bond Paper	Observation	Ongoing	No	CR and MPI home office		
Notes						



Quality Control
L.A. County Beaches & Harbors
Goals & Measures



Traffic Management

Facility _____

Item	Method of Assessment	Frequency / Submission Due	Scheduled	Inspector / Title	Corrective Action Taken	Report Submitted / Date
Flow of Traffic	Visual	As Needed	No	CR or Supervisor		
Time to Enter / Exit	Observation	As Needed	No	CR or Supervisor		
Visibility of Signage	Observation	As Needed	No	Supervisor		
Effective Direction to Other Lots	Observation	As Needed	No	Supervisor		
Coordination with Highway Patrol	Reporting and evaluation after major events	Within 48 hours	Yes	CR or Supervisor		

Notes:



Quality Control
L.A. County Beaches & Harbors
Goals & Measures



Greening Practices

Facility _____

Item	Method of Assessment	Frequency	Scheduled	Inspector / Title	Corrective Action Taken	Report Submitted / Date
Use of recycled bond paper	Oversight of purchasing	As needed	No	MPI Home Office / Mgmt.		
Use of environmentally considerate cleaning supplies	Oversight of purchasing	As needed	No	MPI Home Office / Mgmt.		
Employee efforts, energy conservation	Observation	Ongoing	No	Supervisor and/or CR		
Employee efforts to recycle	Observation	Ongoing	No	Supervisor and/or CR		

Notes

Weekly Activity Report

Date: _____

Facility	Date of Inspection	Activity / Concern	Action Taken	Status	Follow-up

Quality Control Monitoring: Weekly Activity Report

PROPOSER'S EEO CERTIFICATION

Modern Parking, Inc.

Company Name

1200 Wilshire Blvd., Suite 300, Los Angeles, CA 90017

Address

95-4497036

Internal Revenue Service Employer Identification Number

GENERAL

In accordance with provisions of the County Code of the County of Los Angeles, the Proposer certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CERTIFICATION	YES	NO
1. Proposer has a written policy statement prohibiting discrimination in all phases of employment.	(✓)	()
2. Proposer periodically conducts a self-analysis or utilization analysis of its work force.	(✓)	()
3. Proposer has a system for determining if its employment practices are discriminatory against protected groups.	(✓)	()
4. When problem areas are identified in employment practices, Proposer has a system for taking reasonable corrective action to include establishment of goals and/or timetables.	(✓)	()



Fernando Zavala, Manager, Human Resources
Name and Title of Signer (Please Print)

07/27/11

Date

COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM CERTIFICATION FORM AND APPLICATION FOR EXCEPTION

The County's solicitation for this Request for Proposals is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All proposers, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the proposer is excepted from the Program.

Company Name: Modern Parking, Inc.			
Company Address: 1200 Wilshire Blvd., Suite 300			
City: Los Angeles	State: CA	Zip Code: 90017	
Telephone Number: (213) 482-8400			
Solicitation For * _____ Services: * Parking Lot Management			

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

- ☐ My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- ☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

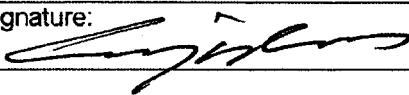
- ☒ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

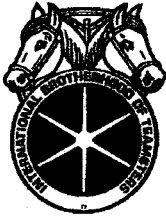
OR

Part II: Certification of Compliance

- ☐ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name: Mohammed J. Islam	Title: President
Signature: 	Date: 7/27/11



MEMORANDUM OF AGREEMENT

This is an Agreement between Teamsters Local 911 ("Union") and the undersigned Company.

WHEREAS, the Union is the recognized bargaining representative of the employees of Parking Concepts, Inc. working at the **LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS** in the all the classifications under the operating agreements for the Management of the Parking Lot Operations which include, valet service, self park, and shuttle service, with the **LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS**; and

WHEREAS, the wages, hours and working conditions of these employees are governed by a Collective Bargaining Agreement between the Union and the Company, copy of which is attached to this Agreement; and

WHEREAS, the undersigned Company intends to submit a bid to the **LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS** under the Request for Proposals (RFP) for the Management of the Parking Lot Operations which include, valet service, self park, and shuttle service, covering services to be provided by its employees in the classifications covered in the operating agreement for the Management of the Parking Lot Operations which include, valet service, self park, and shuttle service shall include but is not limited to Valet door person, valet runners, Platinum valet service greeters, cashiers, shuttle drivers, and shuttle dispatchers; and

WHEREAS, the undersigned Company recognizes that, if awarded the bid, it will be the successor employer to Parking Concepts, Inc., as provided for under the National Labor Relations Act.

NOW THEREFORE, the undersigned Company agrees that the bid it submits to **LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS** in the above mentioned RFP's will include sufficient funding to cover the wages, benefits and working conditions provided for in the attached Collective Bargaining Agreement, whichever is applicable; and

The undersigned Company agrees that, if awarded the bid and upon the commencement of its operations, it will recognize the Union as the bargaining representative of its employees working in the classifications listed in the operating agreement and will not make any changes to the employees' wages, hours and working conditions without negotiating such changes with the Union; and

The undersigned Company agrees that, if awarded the bid and upon the commencement of its operations, it will execute the attached Collective Bargaining Agreement; and

The undersigned Company and the Union agree that each provision in this Agreement is severable from the others; and that if any provision is found by a competent court of law or administrative agency to be unlawful, the other provisions remain wholly enforceable; and


The undersigned Company and the Union agree that any dispute as to the enforcement or interpretation of this Agreement shall be submitted to binding arbitration, with the arbitrator to be selected from a panel of five arbitrators provided by the Federal Mediation and Conciliation Service.

IN CONSIDERATION THEREOF, the Union agrees to endorse the bid of the undersigned Company submitted to the **LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS** and any other appropriate forum, under the RFP.

Teamsters Local 911


By

Date


7/6/11

By

Date


7/7/2011

PCI



AGREEMENT

BETWEEN

**PARKING CONCEPTS INC.
Los Angeles County
Beaches and Harbors**

AND

TEAMSTERS LOCAL 911

June 1, 2011 – May 31, 2016

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AGREEMENT

THIS AGREEMENT, made and entered into as of the 1st day of June 2011, is by and between Parking Concepts Inc., hereinafter referred to as the "Company," and California Teamsters Public, Professional & Medical Employees Union, Local 911, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union."

ARTICLE 1 - DEFINITIONS

- A. **"Employee" or "Employees"** is defined as all employees of the Company employed in the Los Angeles County Beaches and Harbors Parking Lots, whether employed full-time or part time, working within the classifications set forth in the pay schedules, excluding office and clerical employees, guards and supervisory employees as defined by the National Labor Relations Act, as amended, and all other employees.
- B. **Full-Time and Part-Time Employees.** Full-time employees are defined as those employees who are regularly scheduled to work forty (40) hours per week. Part-time employees are defined as those employees who are regularly scheduled to work less than forty (40) hours per week. Part-time employees shall receive benefits on a pro-rata basis as provided herein.

ARTICLE 2 - RECOGNITION

The Company recognizes the Union as the exclusive representative for all employees as defined above for the purpose of collective bargaining.

ARTICLE 3 - UNION SECURITY

- A. **Union Membership.** All employees covered by this Agreement and all employees subsequently hired must become and remain members of the Union in good standing after thirty-one (31) days of date of hire, or date of execution of this Agreement, whichever is later, as a condition of employment.
- B. **Probationary Period.** All employees will be considered as temporary employees during a probationary period which extends to the first ninety (90) calendar days of their employment. A temporary employee will not acquire rights of seniority for reemployment if laid off or discharged. During this period, the Company may discharge a temporary employee for any reason in its discretion, and such termination shall not be subject to the grievance and arbitration procedure of this Agreement. When the probationary period has been completed, the employee will be placed on the seniority list, retroactive to the date of hire.
- C. **Notice Provision.** The Union agrees that written notice shall be given to the Company at least seventy-two (72) hours before any employee is to be removed from his/her employment by reason of his/her failure to maintain his/her membership in good standing in the Union.

- D. **Notice.** The Company shall, on or before the tenth (10th) day of the month notify the Union of all new hires.
- E. **Union Visits.** It is agreed that a Representative of the Union shall be admitted reasonable access to the premises of the Company to transact business in the interests of the Union, provided the Union Representative announces his/her presence to the Company upon arrival. The Union Representative shall avoid any interference with normal business operations and shall confine contact with employees to non-work time in non-work areas. If the particular business that the Union Representative wishes to transact cannot be conducted consistent with the foregoing, the parties shall schedule visitation on a mutually convenient basis. It is agreed that a Union Representative will be permitted to park without charge at a Company's parking location covered by this Agreement when making a visit in accordance with the terms of this provision.

ARTICLE 4 - CHECKOFF

- A. **Dues Deductions.** The Company shall deduct from the first paycheck of each month, and turn over to the Union within fourteen (14) days, the dues and/or initiation fees of such members of the Union as authorized in compliance with the National Labor Relations Act of 1947.
- B. **Indemnification Clause.** The Union shall indemnify, defend and save the Company harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of any action taken or not taken by the Company for the purpose of complying with any provisions of this Article, or in reliance on any list, notice or assignment furnished by the Union.
- C. **Failure to Forward.** In the event the Company has deducted dues from an employee's earnings, and has not remitted those funds to the Union, the Union shall retain the right to apply economic recourse. If the Company fails to make the correct Union deductions after 31 days of employment, the Company will be responsible for reimbursing Teamsters Local 911 for all of the Union dues that are not correctly deducted from the employee. The employee will not be responsible for the delinquent Union dues.

ARTICLE 5 - NO REDUCTION

The Company agrees that no employee who, prior to the date of this Agreement, was receiving more than the hourly rate of wages designated in this Agreement shall suffer a reduction in such hourly rate of wages through the operation of or by virtue of the adoption of this Agreement.

ARTICLE 6 - GENERAL TERMS

- A. **Shop Stewards.** The Company agrees to recognize Shop Stewards designated by the Union. The shop stewards will be released once a year with pay for a one day shop steward training seminar. The Union will inform the Company at least fifteen (15) days prior to its steward seminar. If the Union fails to give at least 15 days notice the employee will be released without pay.
- B. **Union Information.** The Company shall provide a bulletin board at mutually agreeable specific locations which will be made available where possible to the Union to post notices and for all other Union purposes.
- C. **Non-Discrimination.** The Company shall not discriminate against any employee by reason of his/her membership or his/her activities in the Union.
- D. **Accident Liability**
 - 1. The Company and the Union agree that an accident resulting in \$5,000 or more damage shall constitute just cause for immediate discharge, provided the employee is at fault. In the case of vehicle or any other property damage caused by negligence, the employee can be charged the actual amount of loss or damage, not to exceed one hundred dollars (\$100.00) per incident;
 - 2. The Company and the Union agree that two accidents resulting in less than \$5,000 damage in an eighteen (18) month period shall constitute just cause for immediate discharge, provided the employee is at fault.
- E. **Paycheck Inspection.** The Union shall have the right to inspect the paycheck of any employee covered by this Agreement after the same has been returned to the Company by the bank if such employee does not receive an itemized check stub.
- F. **Subcontracting.** The Company shall not subcontract vehicular parking tasks normally performed by unit employees without Union approval. Nothing in the foregoing shall be deemed to limit the Company's right to subcontract any other work, including without limitation, washing, cleaning and detailing, without Union approval.
- G. **Courtesy.** The Union and the Company agree that courtesy in day to day communications between employees and supervisors and managers of the Company should always be present in Company-Employee relationships. The Union and Company agree that employees and supervisors and managers should treat each other with dignity and respect.

- H. Notice to Union of Layoffs. In the event the Company desires to lay-off any employee or employees or reduce staffing, the Company will, whenever practicable, contact the Union before any action is taken on the proposed lay-off.
- I. Termination of Company's Services. The Company shall furnish to the Union, via email, on a standard electronic form provided by the Union, the name and address of any location covered by this Agreement where the Company's services have been terminated, together with the name of each employee at the location.
- J. Living Wage Ordinances. The parties agree that this Agreement constitutes a collective bargaining Agreement as referred to as in the Los Angeles County Code (Section 2.201.010 through 2.201.100) Living Wage Ordinance Program (LWO), and this Agreement shall supersede all of the provisions of the LWO.

ARTICLE 7 - GRIEVANCE AND ARBITRATION

A. Grievance Procedure.

1. A grievance shall be defined as a dispute over the interpretation or implementation of any of the terms of this Agreement. If a grievance arises, the employee and/or shop steward and/or Business Representative shall take the matter up with the employee's supervisor within ten (10) working days of the occurrence giving rise to the grievance or reasonable knowledge of the occurrence and every effort shall be made to reach a satisfactory solution. If no satisfactory solution can be reached, the Business Representative or other duly authorized representative of the Union shall reduce the grievance to writing and shall take the matter up with the Company. If the Business Representative of the Union and the Company cannot reach a satisfactory Agreement within ten (10) days, either party may refer the matter to a disinterested arbitrator approved by both parties.
2. If the parties cannot agree on an arbitrator within seven (7) working days, either party may invoke the procedures of the Federal Mediation and Conciliation Service. The fees of the arbitrator shall be borne equally by the Union and the Company.
3. The time limits of this procedure may be extended by the parties only upon mutual written Agreement. The failure of the Employee or the Union to process the grievance within the time limits set forth above shall result in the grievance being withdrawn. Unless otherwise agreed to by the Union and the Company, discharge grievances shall be subject to a bench decision by the arbitrator after the grievance has been heard.

- B. Authority of Arbitrator.** The decision of the arbitrator shall be final and binding. The arbitrator may not add to, subtract from, modify or amend any of the terms of this Agreement.

ARTICLE 8 - NO STRIKE/NO LOCKOUT

- A. **"No Strike" Provisions.** The Union agrees that during the term of this Agreement or any extension thereof, there shall, without any exception whatsoever, be no strikes, slowdowns, sitdowns, picketing, sympathy strikes or work stoppages of any kind. The Union will indemnify and save the Company harmless from any and all damages or injuries caused by the violation of this Article, except where the Union did not instigate, authorize, condone or participate in any conduct prohibited by this Article; provided further, that in the event the Union did not instigate, authorize, condone or participate in conduct prohibited by this Article, it shall indemnify and save the Company harmless from any and all damages or injuries caused by the violation of this Article, if it fails to take prompt action to terminate such prohibited conduct.
- B. **No Lockout Provision.** The Company agrees that there shall be no lockouts during the term of this Agreement.
- C. **Picket Line.** It shall not be a violation of this Agreement and it shall not be cause for discharge or disciplinary action in the event an employee refuses to cross a lawful primary picket line which has been sanctioned by the Joint Council No. 42 of the International Brotherhood of Teamsters.

ARTICLE 9 - HOLIDAYS

- A. **Holidays Observed.** Employees who have completed six (6) months of employment shall be entitled to the following paid holidays:

New Year's Day	Thanksgiving Day
Memorial Day	Day After Thanksgiving
July Fourth	Christmas Day
Labor Day	Employee's Birthday
Martin Luther King Day	

The preceding holidays shall be paid to eligible employees on the basis of the hours they are normally scheduled to work on that day. When a full time employee is paid for a holiday not worked, that day shall be considered as time worked for the purpose of computing overtime.

- B. **"Weekend" Holidays.** When a holiday falls on Saturday, at the option of the Company, it shall be observed on the preceding Friday or an additional day's pay shall be granted to each employee in lieu thereof. When a holiday falls on Sunday, the following Monday shall be observed as same.
- C. **Holiday Work.** Employees required to work any of the foregoing holidays shall receive, in addition to their regular holiday pay, their regular rate of pay for the first eight (8) hours worked and time and one-half (1 - 1/2) for all hours worked thereafter.
- D. **Holiday Closures.** When an employee is denied access to his/her job location because

is it closed due to a holiday that is not recognized in this Union Agreement, the employee shall receive the day with pay.

When a holiday not recognized in the Union Agreement occurs, the facility is closed, and the members are allowed access to the facility, the Company will offer its employees the option of taking the day off without pay on a voluntary basis. Employees that wish to work will report to work and perform any duties that are required in the operation.

- E. **Part-Time.** Part-time employees who are eligible for holiday pay shall be paid on the basis of hours normally worked.

ARTICLE 10 - HOURS OF WORK

- A. **Workweek Definition.** The Company shall be free to fix the hours of employment, provided that a normal work week for each full time employee shall consist of forty (40) hours, five (5) days of eight (8) hours each. Variations in scheduling may be instituted to meet conditions beyond the control of the Company. All time worked in excess of eight (8) hours per work day or forty (40) hours per work week shall be considered overtime and shall be paid for at the rate of time and one-half (1-1/2) the employee's regular hourly rate of pay.
- B. **Overtime Distribution.** Overtime shall be distributed as equitably as practical among employees in the respective classifications.
- C. **Days Off.** Each employee shall be scheduled off work for two (2) consecutive days each week, unless it is mutually agreed otherwise.
- D. **Recall to Work.** Employees who have been excused from work at the end of a regular shift, and who are recalled from home, and employees who are called into work on one of their regularly scheduled days off, shall receive a minimum of four (4) hours work or pay in lieu thereof at the applicable overtime rate.
- E. **Minimum Overtime Entitlement.** Employees required to work in excess of eight (8) hours in any work day shall receive a minimum of one-half (1/2) hour of pay at the overtime rate regardless of the time worked.
- F. **Ten-Hour Day Alternative.** The Company may, with Union approval, schedule the employee for a guaranteed minimum of forty (40) hours per week based upon four (4) ten (10) hour days at the employee's regular straight time hourly rate of pay.
- G. **Double Time Provision.** All hours worked in excess of twelve (12) hours in a work day will be paid at the legal rate of two (2) times the employee's regular hourly rate of pay.
- H. **Show-Up Pay.** Any employee who reports to work on his or her assigned shift without previous notification not to so report, shall be provided with a minimum of four (4) hours of work or four (4) hours pay at the employee's regular straight time hourly rate of pay.

Employees that show up for a mandatory company meeting on their day off, shall be provided with a minimum of four (4) hours of pay.

Employees that are required to stay after their regular eight (8) hours of work to attend a mandatory company meeting, shall be provided with pay for the time that the meeting is in effect.

- I. **Breaks.** All employees are entitled to two (2) paid ten (10) minute breaks and one (1) thirty (30) minute unpaid lunch break in each eight (8) hour shift. At the request of the Company, the Company and employee may mutually agree in writing to waive the thirty (30) minute lunch period, and the employee shall be compensated for the thirty (30) minutes.

ARTICLE 11 - JURY DUTY

Any employee who is required to report for jury service on the day during which he/she is scheduled to work shall be paid one-half (1/2) the difference between the amount received for jury service and the amount he/she would have earned working a regular day at his/her straight time rate.

ARTICLE 12 - UNIFORMS

- A. **Issuance of Uniforms.** When the Company requires uniforms to be worn on the job, it shall furnish such uniforms at no cost to the employee but may charge a maximum deposit as set forth below:
 1. Employees hired on or after June 1, 2001 may be charged two hundred and fifty dollars (\$250.00) or the cost of the uniforms, whichever is less.
 2. Employees hired on or after June 1, 2009 may be charged a maximum deposit of one hundred fifty dollars (\$150.00) and may, in addition to the deposit, have up to a maximum of two hundred fifty (\$250.00) deducted from their final paycheck for failure to return uniforms upon separation. Such deduction shall be based upon the value of the uniforms not returned in accordance with a uniform schedule established by the Company and approved by the Union.
- B. **Responsibility for Uniforms.** Employees shall be financially responsible, and subject to payroll deduction upon terminating employment with the Company, for uniforms which are lost, stolen, altered, not returned or damaged, reasonable wear and tear excepted.
- C. **Maintaining Uniforms.** Employees who are responsible for cleaning and maintaining their uniforms shall be paid an additional sixteen cents \$0.16 per hour.

ARTICLE 13 - SENIORITY

- A. **Seniority Defined.** Seniority shall be based on the anniversary date of employment at the Los Angeles County Beaches Locations for all employees covered by this Agreement.

- B. Applicability of Seniority. In the event of a scheduling conflict with vacations, preference shall be given to the senior employee. In the case of layoffs, reductions in staff, filling a position in the garage and transfers, seniority shall prevail where merit, skill and ability are relatively equal.
- C. Loss of Location. If the Company loses a location, the Company will place employees who are not retained by the acquiring company and who are to be laid off into open slots at other company locations; however, the employees affected shall not have the right to displace another employee.
- D. Lay-off Accrual. Any employee on lay-off shall continue to accrue his/her seniority and all concomitant benefits for a period of ninety (90) days.
- E. Part-Time Employees. Part-time employees shall be entitled to seniority protection only as it relates to other part-time employees.
- F. Benefit Eligibility. If an employee is transferred from part time to full time employment, benefit eligibility will, thereafter, be computed from the individual's hire date. Refusal of a full time job will not jeopardize the employee's seniority on the part time seniority roster. It is not the intent of the Company to use part time employees to replace full time employees.
- G. Scheduling. Regular workdays will be designated. Hours of work and/or workdays will be offered on a seniority basis.

ARTICLE 14 - DISCIPLINE AND DISCHARGE

- A. Authority to Discipline. The Company shall have the right to discipline and discharge employees for just cause. The Company shall notify the Union in writing of the reasons for the termination. Such notification shall be immediately sent via fax or a hard copy mailed within forty-eight (48) hours after the termination.
- B. Reasons for Discipline. Reasons which constitute just cause for immediate discharge include without limitations: ticket manipulation; possession, use, sale, distribution or being under the influence of drugs or alcohol on the job; theft; fighting; possession or use of weapons; and gross neglect of duties.
- C. Disciplinary Notices. A copy of all disciplinary notices shall be given to the employee at the time of the discipline. All disciplinary notices that have been in the employee's file for eighteen (18) months or longer shall be removed from the employee's file.
- D. Warning Notices. Warning notices shall not be carried over to any new Company.

ARTICLE 15 - VACATIONS

- A. Vacation Entitlements. All employees now or hereafter employed shall receive vacation with pay each year, in accordance with the schedule herein.

- B. Vacation Entitlement Computation. Employees who have been employed for one (1) year or more shall receive five (5) working days of vacation pay per year; for three (3) years or more shall receive ten (10) working days of vacation pay per year; for seven (7) years or more shall receive fifteen (15) working days of vacation pay per year; for ten (10) years or more shall receive twenty (20) working days of vacation pay per year. All employees shall receive their vacation paycheck on the payday immediately preceding their anniversary date.
- C. Vacation Accrual. Vacations are to be determined on the basis of actual service, except that no vacation credit will be lost for absences of thirty (30) days or less.
- D. Part-Time Employees. Part-time employees shall accrue vacation pay on a pro rata basis.

ARTICLE 16 - LEAVES OF ABSENCE

- A. Personal Leave of Absence. An employee who has been employed at least five (5) months by the Company or at the location, whichever is greater, may request an unpaid leave of absence of up to thirty (30) calendar days. The Company will grant the leave of absence if good cause is shown. A leave of absence may be extended upon mutual Agreement by the employee and the Company. After returning from a leave of absence, the employee will be returned to the same or substantially similar job provided circumstances have not changed to make such reinstatement impossible or impractical in the Company's judgment. During a leave of absence extending for one (1) month or more, the employee shall be responsible for paying for health and welfare insurance.
1. Maximum Entitlement. An employee shall not be granted any more than one (1) personal leave of absence in any twelve (12) month period.
 2. Misuse of Personal Leave. A personal leave of absence for anything other than the stated reason made by the employee at the time the request was granted by the Company shall be cause for disciplinary action.
- B. Family Medical Leave Act. Notwithstanding any other provisions of this Article, the Company shall provide unpaid leaves of absence and maintain benefits during such leaves in conformity with the California Family Rights Act of 1993 which appears at Section 129452 of the California Government Code, and the Family Medical Leave Act of 1993 and any amendments to either. Pursuant to said statutes, the Company shall grant to each employee who has completed one (1) year of service and has worked one thousand, two hundred fifty hours (1,250) in the year preceding the leave, leave for the birth or adoption of a child or placement of a child for foster care, or for the care of a parent similarly situated or a spouse.

Leave shall also be granted for an employee's own serious health conditions, including pregnancy related disabilities. The duration of leave under this paragraph shall be up to twelve (12) weeks during a one (1) year period. The Company may, at its discretion, require or permit an employee taking leave under this section to substitute for such leave accrued, but untaken vacation time. Intermittent leave shall also be allowed for the care of

a spouse, parent or child subject to appropriate medical certification.

Employees who qualify for leave pursuant to this section and return within the time specified shall not lose any seniority and be assigned to the position which they occupied at the time of taking leave or a comparable position, providing such position exists. Any employee seeking reinstatement following a leave taken pursuant to this section shall have no greater rights to a position than if the employee had been continuously employed during the period of the leave.

Employees who qualify for leave under this section shall continue to be covered by the medical plan set forth in Article 21 for the duration of said leave; provided, however, that in the event that the employee does not return at the end of the leave period the Company may recover the cost of said premiums from the employee.

ARTICLE 17 - BEREAVEMENT LEAVE

All employees shall be granted a paid bereavement upon request when such leave is due to a death in the employee's immediate family, to a maximum of three (3) days. The employee may also use up to five (5) days of accrued vacation leave.

The immediate family shall be defined as follows:

1. Father and Mother
2. Brother(s) and Sister(s)
3. Husband or Wife
4. Son(s) and Daughter(s)

Documentation of relationship and death may be required.

ARTICLE 18 - JOB CLASSIFICATION & WAGE RATES

- A. **Rates of Pay.** The rates of pay for all employees covered by the Agreement shall be as set forth in Appendix "A" attached hereto and made a part of the Agreement.
- B. **Employment in Different Classifications.** Any employee who performs work in more than one classification shall be compensated for the full time he/she works in each classification at the rate stated for such classification, provided that as long as an employee is paid the amount of his/her regularly established and classified wage scale, he/she would, in an emergency, for an unlimited time, be permitted to perform duties other than regular and established classified duties.
- C. **Higher Classification Work.** A full-time employee assigned to work in a higher classification for a minimum of thirty (30) days or more shall receive the rate for the higher classification and promotion thereto.
- D. **Supervisor Work.** Supervisors shall not perform hourly rate work, except for purposes of instruction or where hourly employees are not available, or bona fide emergencies.

- E. **Payroll Procedures.** Wages shall be paid in accordance with the Company's regular payroll procedures. The Company will give the Union fifteen (15) days advance notice of any change in its payroll procedures.

ARTICLE 19 - HEALTH AND SAFETY

The Company shall make reasonable provisions for the safety and health of its employees during the hours of their employment.

ARTICLE 20 - WORKERS' COMPENSATION

The Company will not unreasonably refuse to pay for the balance of an employee's shift on the day of an industrial injury or industrial illness.

ARTICLE 21 - HEALTH AND WELFARE

- A. **Insurance Eligibility.** The Company agrees to provide eligible employees with Union sponsored health and welfare coverage. An employee who has completed six (6) months of continuous service shall receive such health and welfare coverage for the employee.

The Company agrees to provide eligible employees who have completed six (6) months of continuous service and who regularly work ninety (90) hours or more per month with health and welfare coverage for the employee only.

Effective July 1, 2011, the Company shall pay the cost, to a maximum of \$366.28 for employee only coverage, of providing Union sponsored health and welfare benefits.

Effective every July 1st the Company shall pay the cost of providing Union sponsored health and welfare benefits and shall pay any increase in the premium to a maximum of up to 12% each year.

- B. If the premiums increase above the established caps, the employee will be responsible for paying the amount above the cap which shall be deducted through payroll deductions.
- C. The employees have the right to make changes to the health and welfare benefits without affecting the Company's contribution.

ARTICLE 22 – SICK DAYS

- A. A full time employee who has completed at least six (6) months of employment shall become eligible to receive two (2) paid sick days per year for use due to a bona fide illness or injury as provided for herein.
- B. To receive a paid sick day, an eligible employee must notify his or her supervisor of his or

her inability to report to work as scheduled at least four (4) hours prior to the scheduled start time. Failure to report the absence within this timeframe will result in the time off being unpaid.

- C. Sick leave may be used in 8-hour increments only. No partial hours will be paid.
- D. Sick leave will not be cumulative from one year to the next. Sick leave unused by the employee's next anniversary date will be forfeited. Unused sick leave will not be paid out at the time of termination of employment.

ARTICLE 23 - MANAGEMENT RIGHTS

- A. **Enumeration of Management Prerogatives.** The Company has the sole and exclusive right to manage the affairs of the business, to determine the products, services, methods and schedules of operations, the type of equipment and establish rules for the direction of the employees of the Company. Such rights shall include, but are not limited to: the right to maintain discipline of employees; to promulgate reasonable rules or regulations; to determine and revise the duties for the various classifications of employees; to promote, demote or transfer employees under the terms of this Agreement; to determine the amount of work needed; and to layoff because of lack of work.
- B. **"Obey First - Grieve Later".** An employee who is directed to perform a particular duty by the Company is required to obey that direction, instruction or order. If an employee desires to contest the justness or appropriateness of such direction, instruction or order, the provisions of the grievance procedure in Article 7 hereof shall be followed. In no case shall an employee refuse to perform any duty, not contrary to law. Should an employee refuse to perform any duty, not contrary to law, he/she shall be subject to discipline, suspension and/or discharge by the Company.

ARTICLE 24 - SUBSTANCE ABUSE

- A. **Testing Provisions.** When the Company's highest representative on duty has a "reasonable suspicion" that an employee is under the influence of alcohol or drugs, the Company may require the employee immediately to go to a qualified medical facility to provide both urine and blood specimens for the purpose of testing and to receive a fitness for work examination by a licensed physician.
- B. **Reasonable Suspicion.** Reasonable Suspicion means suspicion based on specific personal observation that the Company's representative can describe concerning the appearance, behavior, speech or breath odor of the employee. The Union shall immediately be made aware of any situation concerning substance abuse and testing of any employee covered by this Agreement.
- C. **Confirmation of Results, Discipline.** An employee whose test results are confirmed as positive shall be subject to discipline up to and including discharge. An employee who refuses to submit to testing under this Article will be subject to immediate discharge.

- D. **Rehabilitation Option.** An employee may request an unpaid leave of absence to attend a rehabilitation program to seek a cure for alcoholism or drug abuse pursuant to Article 16 of this Agreement.

ARTICLE 25 - COMPLETE AGREEMENT

- A. **"Zipper" Clause.** The parties hereby acknowledge and affirm that, during the negotiations which led to this Agreement, each of them had the unlimited right and opportunity to formulate demands and proposals with respect to all subjects or matters not excluded by law from the collective bargaining area and that all decisions and covenants reached by them through the use of such rights and opportunities appear in this Agreement and any appendices and side letters hereto.

Any duty to negotiate concerning any such subjects is hereby waived by the Company and the Union for the term of this Agreement. However, nothing in this clause precludes the parties from making changes in this Agreement by mutual consent upon written request by one party and written acceptance by the other party.

- B. **Waivers.** The waiver by either party of any provision or requirement of this Agreement shall not be deemed a waiver of such provision or requirement for the future or in the past, and shall not constitute a modification of this Agreement unless such provision or requirement is reduced to writing and signed by the parties to this Agreement. An arbitrator shall have no authority to determine or consider that this provision has been waived.

ARTICLE 26 - GOVERNMENTAL INTERFERENCE RE-OPENER

In the event that any federal, state or local legislative body or administrative agency enacts any law or regulation which interferes with the Company's operations, the Company shall have the right to reopen this Agreement to negotiate with the Union for modifications in the terms hereof. During such period of reopener, all of the provisions of this Agreement which are not the subject of negotiations shall remain in full force and effect.

ARTICLE 27 - PRIVACY RIGHTS

- A. The Company shall reinstate any employee who is absent from work due to court or agency proceedings relating to immigration matters and who returns to work within fifteen (15) working days of commencement of the absence.
- B. Notwithstanding any other provision herein, an employee may not be discharged or otherwise disciplined because:
1. The employee (hired on or before November 6, 1986) has been working under a name or social security number other than their own.
 2. The employee (hired on or before November 6, 1986) requests to amend his/her employment record to reflect his/her actual name or social security number.

ARTICLE 28 - D.R.I.V.E. AUTHORIZATION AND DEDUCTION

- A. The Company agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to DRIVE. DRIVE shall notify the Company of the amounts designated by each contributing employee that are to be deducted from his or her regular paycheck on a biweekly basis. The Company shall transmit to DRIVE National Headquarters on a monthly basis, in one check the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's Social Security number and the amount deducted from the employee's paycheck.

ARTICLE 29- DURATION OF AGREEMENT

This Agreement shall remain in full force and effect from June 1, 2011, to and including May 31, 2016, and from year to year thereafter, unless either party gives notice of desire to terminate or reopen the Agreement on June 1, 2016, or any subsequent yearly term for the purpose of amending certain provisions therein. Such notice shall be in writing and shall be given at least sixty (60) days prior to June 1, 2016, or any subsequent anniversary.

If neither of the parties give notice to terminate or reopen the Agreement, the entire contract shall remain in effect on a year to year basis, until one of the parties gives notice to terminate or reopen this Agreement, under the condition that in this circumstance every June 1 of the extension of the Agreement the employees shall receive a \$0.40 increase across the board, plus every July 1 of the extension of the Agreement the Company shall pay any increase in the health and welfare premiums up to a maximum of 12% per year.

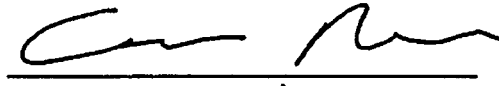
IN WITNESS WHEREOF the parties hereto have executed this Agreement effective the day and year first above written.

PARKING CONCEPTS INC.

CALIFORNIA TEAMSTERS PUBLIC
PROFESSIONAL AND MEDICAL
EMPLOYEES, LOCAL 911



Dated: 6/1/11



Dated: 6/1/11

APPENDIX A - WAGE RATES

1. **Wage Rates.** Attendants and maintenance employees who are covered by this Agreement shall be paid the following minimum hourly rates as of the dates set forth below.

Effective June 1, 2011, the starting rate for new hires will be \$9.25 per hour.

Effective December 1, 2011, all employees shall receive a fifty cent (\$.50) per hour increase across the board.

Effective June 1, 2012 and every June 1st thereafter during the life of the Agreement all employees shall receive a forty cent (\$.40) per hour increase across the board annually.

2. **Minimum Wage Increases.** If the state or federal minimum wage increases above the rates included herein, the wage shall be adjusted to reflect the new minimum wage plus twenty five cents (\$0.25).
3. **Shift Premium.** There shall be a premium of fifty cent (\$0.50) per hour for all employees working on the third shift with starting times between 10:00 p.m. and 3:00 a.m. Shift premium pay shall be in addition to the regular hourly rate of pay.

CERTIFICATION OF NO CONFLICT OF INTEREST

The Los Angeles County Code, Section 2.180.010, provides as follows:

CONTRACTS PROHIBITED

Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any proposals submitted by, the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in number 1 serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of number 1, and who:
 - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - b. Participated in any way in developing the contract or its service specifications; and
4. Profit-making firms or businesses in which the former employees, described in number 3, serve as officers, principals, partners, or major shareholders.

Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by an assurance by the submitting department, district or agency that the provisions of this section have not been violated.

Modern Parking, Inc.

Proposer Name

Mohammed J. Islam, President

Proposer Official Title



Official's Signature

ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS

As a threshold requirement for consideration for contract award, Proposer shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Proposer shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

Proposers unable to meet this requirement shall not be considered for contract award.

Proposer shall complete all of the following information, sign where indicated below, and return this form with their proposal.

A. Proposer has a proven record of hiring GAIN/GROW participants.

_____ YES (subject to verification by County)/ ☒ NO

B. Proposer is willing to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Proposer is willing to interview qualified GAIN/GROW participants.

☒ YES _____ NO

C. Proposer is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

_____ YES _____ NO ☒ N/A (Program not available)

Proposer Organization: Modern Parking, Inc.

Signature: 

Print Name: Fernando Zavala

Title: Manager, Human Resources

Date: 7/27/11

Tel. #: (213) 482-8400

Fax #: (213) 482-7600

FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE CERTIFICATION

The Proposer certifies that:

- 1) it is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160;
- 2) that all persons acting on behalf of the Proposer organization have and will comply with it during the proposal process; and
- 3) it is not on the County's Executive Office's List of Terminated Registered Lobbyists.

Signature: _____

Date: 7/27/11

**CERTIFICATION OF INDEPENDENT PRICE DETERMINATION
AND ACKNOWLEDGEMENT OF RFP RESTRICTIONS**

- A. By submission of this Proposal, Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.
- B. List all names and telephone number of person legally authorized to commit the Proposer.

NAME	PHONE NUMBER
<u>Mohammed J. Islam</u>	<u>(213) 482-8400</u>
<u>Lori L. Pinson</u>	<u>(213) 482-8400</u>
<u> </u>	<u> </u>

NOTE: Persons signing on behalf of the Contractor will be required to warrant that they are authorized to bind the Contractor.

- C. List names of all joint ventures, partners, subcontractors, or others having any right or interest in this contract or the proceeds thereof. If not applicable, state "NONE".

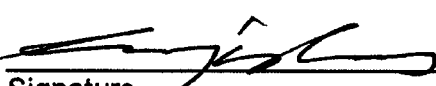
NONE

- D. Proposer acknowledges that it has not participated as a consultant in the development, preparation, or selection process associated with this RFP. Proposer understands that if it is determined by the County that the Proposer did participate as a consultant in this RFP process, the County shall reject this proposal.

Modern Parking, Inc.

Name of Firm

<u>Mohammed J. Islam</u>	<u>President</u>
Print Name of Signer	Title

<u></u>	<u>7/27/11</u>
Signature	Date

**Request for Local SBE Preference Program Consideration and
CBE Firm/Organization Information Form**

INSTRUCTIONS: All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: Modern Parking, Inc.

- ☐ As a Local SBE, certified by the County of Los Angeles Office of Affirmative N/A Action Compliance, I request this proposal/bid be considered for the Local SBE Preference.

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure: <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> Franchise <input type="checkbox"/> Other (Please Specify) _____						
Total Number of Employees (including owners): 551						
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:						
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American	0	0	1	0	21	4
Hispanic/Latino	0	0	30	11	294	72
Asian or Pacific Islander	1	0	8	1	72	26
American Indian	0	0	0	0	0	0
Filipino	0	0	0	0	0	0
White	0	0	2	1	7	0

III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	100 %	%	%	%
Women	%	%	%	%	%	%

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Dis-advantaged	Disabled Veteran	Expiration Date
County of Los Angeles	#82361				May 21, 2013

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

Print Authorized Name	Authorized Signature	Title	Date
Mohammed J. Islam		President	7/27/11

TRANSITIONAL JOB OPPORTUNITIES PREFERENCE APPLICATION

COMPANY NAME: Modern Parking, Inc.		
COMPANY ADDRESS: 1200 Wilshire Blvd., Suite 300		
CITY: Los Angeles	STATE: CA	ZIP CODE: 90017

I hereby certify that I meet all the requirements for this program: N/A

- ☐ My business is a non-profit corporation qualified under Internal Revenue Services Code - Section 501(c)(3) and has been such for 3 years (*attach IRS Determination Letter*);
- ☐ I have submitted my three most recent annual tax returns with my application;
- ☐ I have been in operation for at least one year providing transitional job and related supportive services to program participants; and
- ☐ I have submitted a profile of our program; including a description of its components designed to help the program participants, number of past program participants and any other information requested by the contracting department.

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct.

PRINT NAME: N/A	TITLE:
SIGNATURE:	DATE:

REVIEWED BY COUNTY:

SIGNATURE OF REVIEWER	APPROVED	DISAPPROVED	DATE

**CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S
DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Company Name: Modern Parking, Inc.		
Company Address: 1200 Wilshire Blvd., Suite 300		
City: Los Angeles	State: CA	Zip Code: 90017
Telephone Number: (213) 482-8400	Email address: gpitts@modernparking.com	
Solicitation/Contract For * _____ Services: * Parking Lot Management		

The Proposer/Bidder/Contractor certifies that:

- ☒ It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; **AND**

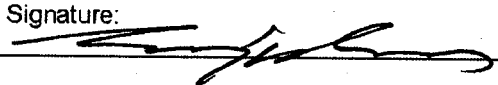
To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

- OR -

- ☐ I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name: Mohammed J. Islam	Title: President
Signature: 	Date: 7/27/11

Date: _____

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: Modern Parking, Inc.

CONTRACTOR'S CONTRACT REPRESENTATIVE:

Name: Jose Ponce
Title: Senior Regional Manager
Address: 1200 Wilshire Blvd.
Los Angeles, CA 90017
Telephone: (213) 482-8400
Facsimile: (213) 482-8400
E-Mail Address: jponce@modernparking.com

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: Mohammed J. Islam
Title: President
Address: 1200 Wilshire Blvd.
Los Angeles, CA 90017
Telephone: (213) 482-8400
Facsimile: (213) 482-7600
E-Mail Address: mjislam@modernparking.com

Name: Lori L. Pinson
Title: Senior Vice President
Address: 1200 Wilshire Blvd.
Los Angeles, CA 90017
Telephone: (213) 482-8400
Facsimile: (213) 482-7600
E-Mail Address: lpinson@modernparking.com

Notices to Contractor shall be sent to the following:

Name: Gary Pitts
Title: Executive Vice President
Address: 1200 Wilshire Blvd.
Los Angeles, CA 90017
Telephone: (213) 482-8400
Facsimile: (213) 482-7600
E-Mail Address: gpitts@modernparking.com

18. Green Initiatives (Form P-18)

GREEN INITIATIVES

Present a narrative of a proposed plan for complying with the green requirements as described in Section 12.0 of the SOW. Describe your company's current environmental policies and practices and those proposed to be implemented.

Modern Parking recognizes the critical importance of environmental sustainability in today's changing world. MPI will pursue an on-going path towards environmental sustainability in the way we carry out our operations and in the products we use. Environmental sustainability at MPI means conducting our business in a manner that acknowledges our direct and indirect impact on the environment. MPI will reduce consumption where feasible by pursuing efficiency, frugality and alternative solutions in an environmentally sound, but economically viable manner. By conducting our business in this manner, we align our long-term success with the Earth's ecological well-being, and create enduring benefits for our customers, employees and the communities in which we live and work.

Modern Parking has embraced efforts to reduce our carbon footprint, understanding that daily habits make an enormous difference. Below are some of the daily measures we take to reduce, repair, reuse, and recycle:

- Use environmentally considerate cleaning products
- Use recycled paper products, and discourage the use of disposable cups, plates, to-go containers, and utensils
- Encourage recycling in our facilities
- Ensure effective and efficient use of cleaning products
- Maintain clean and safe facilities
- Implement transitions to energy efficient lighting
- Use the "Just-In-Time" practices for ordering
- Implement water conservation technology in cleaning facilities

Following are examples of areas where MPI believes that close cooperation and partnering with the County can continue to yield positive results. Also, as a professional parking service provider, we are also always interested in keeping abreast of advances in this area and attending any County sponsored training programs to make sure that our services are progressive and closely aligned with County sponsored initiatives.

Conserving Energy is a Start. The simplest solution is replacement of lighting fixtures with energy efficient ones and carefully managing the use of light throughout daylight hours. MPI routinely makes such adjustments in all of the properties that we operate. Employees are encouraged to turn off lighting and electrical equipment not currently in use.

Reduce, Reuse and Recycle. Trash receptacles in parking areas are often overlooked. But in our experience people often discard plastic bottles, food packaging, etc. prior to entering their cars. Providing strategically located recycling bins for both employees and customers is an easy way to promote careful disposal at the site and to remind the public of the importance of recycling. Also parking products such as bollards are now made of

recycled materials. If the Department is interested in obtaining such equipment, an investigation of the availability and pricing of recycled products will be conducted and findings reported to the County.

Conserving Water and Managing Run-off. Conscious water conservation should be a way of life for all in Southern California, including parking facilities. Power washing of facilities should also take water conservation into account. And the commitment of the County to management of water run-off is a third area of opportunity for parking operations to contribute to a sustainable community.

Use of Environmentally Considerate Cleaning Supplies. Many cleaning products for parking facilities can be toxic. Whenever possible, MPI will use non-toxic cleaning supplies to clean booths, equipment, signage, etc. If selected for management services, we will review various product lists with Department staff to determine and the most appropriate cleaning products for program implementation.

Alternative Transportation. What has parking to do with alternative transportation? Charging stations for electric vehicles encourage their use. Spaces designated for hybrid vehicles promote their use. Efficient uses of space within the facility and along easements provide opportunities for additional bicycle parking. While each of these actions may be viewed as contributing only slightly in achieving sustainable transportation objectives, collectively they are a relatively inexpensive set of actions that support and encourage a community wide program. Small changes can make a difference. MPI is ready to support the County with any related initiatives.

Traffic Management. Traffic congestion is a chronic complaint of drivers, but congestion also contributes to pollution. Traffic control management is a key customer service feature of parking operations measured by reduced exit and entry times. Smooth traffic management, however, also contributes to reductions in air pollution. MPI develops a traffic control plan for each facility managed in order to minimize wait times, and provide enhanced customer travel and service conditions. This includes coordinating traffic management plans for special events transportation officials. In all cases our objective is to deliver a smooth and efficient operating plan that not only addresses customer service but is aimed at reducing localized air pollution.

Successes Achieved to Date

We believe small steps lead to big changes, and have instituted a number of programs in honor of preserving the integrity of our environment:

- MPI uses water recycling and reclamation technologies to make power washing an environmentally considerate process
- MPI utilizes progressive, sustainable products in everyday use, such as biodegradable plastic covers, recycled chip board, and recycled stainless steel binding
- MPI has gifted employees reusable stainless steel sports bottles and discourages the use of disposable plastic water bottles

Modern Parking will comply with the County's requirements concerning the use of recycled bond paper. Greening Practices will be a part of our Quality Control monitoring program at Beaches and Harbors, as demonstrated in the checklist examples in Section 7.

Additional items for consideration involving green initiatives can be viewed in **2.16, Additional Items.**

RFP EXCEPTION FORM

Proposer's Name Modern Parking, Inc.
Address 1200 Wilshire Blvd., Suite 300, Los Angeles, CA 90017
Telephone (213) 482-8400 Fax (213) 482-7600
E-mail Address lpinson@modernparking.com

☒ I have reviewed the RFP, Attachments, Exhibits and Forms in its entirety and have **NO** exceptions.

☐ I have reviewed the RFP, Attachments, Exhibits and Forms in its entirety and **have the following exceptions:**

Exceptions:

Clearly identify and list your exception(s) by indicating the Section, Paragraph Number and Page Number on the document. Attach additional pages as needed.

Print Name Lori L. Pinson, Senior Vice President

Signature 

Date 07-27-11

IN WITNESS WHEREOF, the County has, by order of its Board of Supervisors, caused this Contract to be subscribed by said County and attested by the Executive Officer thereof, and the Contractor, by its duly authorized representative, has executed the same, as of the day, month, and year set forth below.

MODERN PARKING, INC.

By *Eric R. Davis*

COUNTY OF LOS ANGELES

By *Ben Yaruslavsky*
Chairman, Board of Supervisors

ATTEST:

SACHI A. HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By *Lachelle Smithman*
Deputy **MAR 13 2012**

APPROVED AS TO FORM:

JOHN KRATTLI
Acting County Counsel

By *Christine A. Salsich*
Principal Deputy County Counsel



I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By *Lachelle Smithman*
Deputy **MAR 13 2012**

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

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MAR 13 2012

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER